

Robert E. Aycock (#8878)  
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*Attorneys for Defendants  
ComicBookMovie.com and Nathan Best*

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**UNITED STATES DISTRICT COURT  
DISTRICT OF UTAH**

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GREAT BOWERY, d/b/a TRUNK ARCHIVE

Plaintiff,

vs.

BEST LITTLE SITES, d/b/a  
www.comicbookmovie.com; NATHAN BEST;  
MARK CASSIDY; JOSHUA WILDING; and  
DOES 1 through 10.

Defendants.

**APPENDIX OF EVIDENCE**

Case No. 2:21-cv-00567-DBP

District Judge David Barlow

Magistrate Judge Jared C. Bennett

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Pursuant to DUCivR 56-1(b)(5), Defendant Best Little Sites, d/b/a www.comicbookmovie.com (“**CBM**”), Defendant Nathan Best (“**Best**”), Defendant Mark Cassidy (“**Cassidy**”) and Defendant Joshua Wilding (“**Wilding**”) (collectively, the “**Defendants**”) designates the following exhibits which are attached hereto and incorporated by reference for the purposes of its Memorandum of Law in Support of its Opposition to Plaintiff’s Motion for Summary Judgment:

<b>Exhibit Tab</b>	<b>Description of Document</b>
<b>A</b>	Declaration of Nathan Best dated December 29, 2023
<b>B</b>	Declaration of Mark Cassidy dated December 29, 2023
<b>C</b>	Declaration of Josh Wilding dated December 29, 2023
<b>D</b>	ComicBookMovie.com Copyright Policies
<b>E</b>	ComicBookMovie.com's registration with the Copyright Office
<b>F</b>	ComicBookMovie.com's Terms of Service
<b>G</b>	ComicBookMovie.com's About Us Page
<b>H</b>	Plaintiff's Responses to Interrogatory Requests Set One
<b>I</b>	Plaintiff's Responses to Requests for Admission Set Two
<b>J</b>	March 13, 2019, Settlement Communication Letter
<b>K</b>	March 27, 2019, Best's Response to Settlement Communication
<b>L</b>	April 10, 2019, Settlement Communication Letter
<b>M</b>	Lightsaber Google Image Results
<b>N</b>	Millenium Falcon Google Image Results
<b>O</b>	Vanity Fair Embedding Test
<b>P</b>	Uses of the Subject Photographs
<b>Q</b>	Analytics Reports
<b>R</b>	Response to Plaintiff's Statement of Undisputed Material Facts Table

**Exhibit A**

Robert E. Aycock (#8878)  
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**IN THE UNITED STATES DISTRICT COURT  
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BEST LITTLE SITES, d/b/a  
www.comicbookmovie.com; NATHAN BEST;  
MARK CASSIDY; JOSHUA WILDING; and  
DOES 1 through 10.

Defendants.

**DECLARATION OF NATHAN BEST IN  
SUPPORT OF DEFENDANTS'  
OPPOSITION TO PLAINTIFF'S  
MOTION FOR SUMMARY JUDGMENT**

Case No. 2:21-cv-00567-DBB-JCB

District Judge David Barlow

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**DECLARATION OF NATHAN BEST**

I, NATHAN BEST, declare as follows:

1. I am named personally as a defendant in this case. I am a citizen of the United States and a resident of the State of Utah.
2. I am the President and Owner of Best Little Sites, LLC, d/b/a [www.comicbookmovie.com](http://www.comicbookmovie.com) “**CBM**”, another named defendant in this case. CBM is a Utah limited liability company duly

organized and existing under the laws of Utah, with a principal place of business at 237 E. Lake View Drive, Vineyard, Utah 84059.

3. I understand that the plaintiff has alleged that a number of articles on the CBM website displayed unlicensed copies of Star Wars Photographs.

4. CBM and I have no intentions of allowing copyright infringement on CBM's Website and I do my best to prevent and limit any infringement.

5. CBM's Website consists of user-generated content. Because users can immediately publish or post their content on the website, I am unable to monitor and proofread every article prior to its publishing. Although a user can queue their article for a later postdated publication the queue is not used to review the article before it is published. The postdating queue option is not required so that CBM or I can review the article before it is published.

6. CBM has strict policies regarding copyrighted images or content. Any content found to contain copyrighted content or copyrighted images is removed immediately. Ex. D is true and correct copies of CBM's policies.

7. CBM and I are aware of and rely on the DMCA "safe harbor" provision which shields online service providers from liability for copyright infringement based on the actions of its users if the service provider expeditiously removes infringing content upon receiving notice. Ex. E is a true and correct copy of CBM's registration with the Copyright Office that identifies its registered agent.

8. On March 13, 2019, Higbee & Associates sent me a letter informing me that Plaintiff believed there were infringing photographs displayed on the CBM website. I understood this letter to be a "Take Down Request" and I immediately removed the embedded URLs. Ex. J, the March 13, 2019, letter.

9. On or about March 27, 2019, I asked my attorneys to respond to this Take Down Request and inform Plaintiff that the images referenced in the notice had been immediately removed from CBM in compliance with copyright requirements and resolving the issue. Ex. K, the March 27, 2019, letter.

10. Defendants Cassidy and Wilding are freelance journalists and users of CBM's Website who post content. CBM and I do not directly supervise their work and we do not review their work prior to them publishing. I expect all users including Cassidy and Wilding to abide by CBM's policies referenced above or be subject to CBM's outlined penalties. Ex. F, CBM's Terms of Service.

11. CBM does not compel or hold any expectation or requirement that the contributors provide content or publish articles.

12. I was and am aware of the legal concept of what is called the "server test." It is my understanding that images which are "embedded" onto a webpage rather than "uploaded" onto a server would not constitute infringement under this test.

13. I am aware that in this case, the Court has ruled that images which are "embedded" onto a webpage rather than "uploaded" onto a server is a defense to copyright infringement.

14. It has been my understanding and belief that using Hypertext Markup Language ("*HTML*") to retrieve images from a third-party server rather than storing copies of the images on CBM's servers constitutes embedding under the "server test" and does not constitute copyright infringement.

15. It has been my understanding that embedding images is one common method for showing images on the internet that has been widely used for decades.

16. I have attempted to create an easy method for CBM's users to embed images rather than to upload images to avoid possible copyright infringement.

17. The purpose of the articles published on CBM's Website is to provide breaking news, social commentary, reporting, and unique content about the website's theme including superhero movies, sci-fi movies, comics, and other related Hollywood and pop culture content.

18. I am unaware of any evidence to show a correlation between the alleged infringing photographs on CBM's Website and the monetization of CBM's Website. I believe that the inclusion of URLs and the associated embedded photographs did not draw readers to the accused photographs but, rather the content of the articles acts as the draw to readers.

19. I am unaware of any evidence that the website traffic increased or decreased with the publication or the removal of the subject photographs. Ex. Q, Analytics Reports.

20. I am unaware of any evidence that would show a correlation between the Star Wars Photographs and CBM's page views, site revenue, or article revenue.

21. Linked and embedded photographs used in published articles on the website are not considered in the calculation of the article and website monetization.

22. On or about December 22, 2023, I went to Vanity Fair's website and conducted a test to determine whether Vanity Fair has since placed restrictions on its website, specifically the subject photographs, to prevent their images from being embedded. I was able to copy the URLs from the Vanity Fair site and embed them into a draft article. I then postdated the article and published it postdated so that it would not be publicly accessible or visible but so that it could be demonstrated that the embedded code would still display the Star Wars photographs from Vanity Fair's website. Ex. O, Vanity Fair embedding test. After this test I immediately deleted the post.

23. Comicbookmovie.com is a free website that does not charge readers for access to its website or its articles or content.

24. On or about October 20, 2023, I conducted a Google search for the Lightsaber and Millennium Falcon photographs and found countless websites currently using and monetizing the Photographs at issue in this case. These websites include among other Etsy.com, eBay.com, IMDB.com, IGN.com, YouTube, Twitter, Facebook, LinkedIn, and more. Exs. M and N.

25. Plaintiff's Exhibit 36, Dkt 102-1 titled "The Spreadsheet of revenues derived from the Infringing Articles" does not break down or show the revenue for any particular content of a publication.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 29<sup>th</sup> day of December 2023.

A handwritten signature in black ink that reads "Nathan Best". The signature is written in a cursive, flowing style.

---

Nathan Best

**Exhibit B**

Robert E. Aycock (#8878)  
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Salt Lake City, UT 84102  
Phone: (801) 359-3333  
robert@kimballanderson.com  
will@kimballanderson.com

*Attorneys for Defendants*

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**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF UTAH**

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GREAT BOWERY, d/b/a TRUNK ARCHIVE

Plaintiff,

vs.

BEST LITTLE SITES, d/b/a  
www.comicbookmovie.com; NATHAN  
BEST; MARK CASSIDY; JOSHUA  
WILDING; and DOES 1 through 1

Defendants.

**DECLARATION OF MARK CASSIDY  
IN SUPPORT OF DEFENDANTS'  
OPPOSITION TO PLAINTIFF'S  
MOTION FOR SUMMARY  
JUDGMENT**

Case No. 2:21-cv-00567-DBB-JCB

District Judge David Barlow

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**DECLARATION OF MARK CASSIDY**

I, MARK CASSIDY, declare as follows:

1. I am named personally as a defendant in this case. I am a resident of Dublin, Ireland, and I am self-employed in the Republic of Ireland. I do not travel regularly to the United States and have never been to Utah.

2. I am a film journalist and I perform all of my work on a freelance basis as an independent contractor from my home in the Republic of Ireland where I am registered as self-employed. I pay taxes exclusively in the Republic of Ireland.

3. As a freelance journalist I contribute articles to reporting websites including CBM's Website. *See* Dkt. 102-1 Exhibit 19, Contributor Contract.
4. As a Contributor I am able to directly publish content on CBM's website without my work being reviewed or authorized by CBM or Nathan Best.
5. I receive compensation for the articles I publish, however, I am not paid to publish articles. At the time the Star Wars articles were published I had no quota to meet for publishing articles and I have never been encouraged or compelled by CBM or Nathan Best to publish articles.
6. I understand that the plaintiff has claimed that nine articles I contributed to the website [www.comicbookmovies.com](http://www.comicbookmovies.com) contained infringing images.
7. I was the contributor for the article: "STAR WARS: THE LAST JEDI Actress Laura Dern Shares New Image of Vice Admiral Amilyn Holdo." *See* Dkt. 102-1 Exhibit 21.
8. I was the contributor for the article: "STAR WARS: THE LAST JEDI International TV Spot Features Benicio Del Toro As The Mysterious DJ." *See* Dkt. 102-1 Exhibit 22.
9. I was the contributor for the article: "STAR WARS: THE LAST JEDI'S Mark Hamill Shares A Lovely Tribute To Carrie Fisher One Year After Her Passing." *See* Dkt. 102-1 Exhibit 23.
10. I was the contributor for the article: "Billie Lourd Shares A Touching Tribute To Carrie Fisher On The Second Anniversary Of Her Passing." *See* Dkt. 102-1 Exhibit 24.
11. I was the contributor for the article: "STAR WARS: THE RISE OF SKYWALKER Star Daisy Ridley Promises A 'Brilliant End' To The Story." *See* Dkt. 102-1 Exhibit 28.
12. I was the contributor for the article: "STAR WARS: THE RISE OF SKYWALKER – Rey and Kylo Ren Clash On New Empire Magazine Covers." *See* Dkt. 102-1 Exhibit 30.

13. I was the contributor for the article: “STAR WARS: THE RISE OF SKYWALKER Final Trailer Reportedly Scheduled For October 21.” *See* Dkt. 102-1 Exhibit 31.

14. I was the contributor for the article: “STAR WARS: THE RISE OF SKYWALKER Remains #1 At The Box Office As It Passes \$900M Worldwide.” *See* Dkt. 102-1 Exhibit 33.

15. I was the contributor for the article: “STAR WARS: THE RISE OF SKYWALKER Passes \$500 Million At The Domestic Box Office.” *See* Dkt. 102-1 Exhibit 35.

16. I was and am aware of the legal concept of what is called the “server test.” It is my understanding that images which are “embedded” onto a webpage rather than “uploaded” onto a webpage would not constitute infringement under this test.

17. It has been my understanding and belief that using Hypertext Markup Language (“*HTML*”) to retrieve images from a third-party rather than storing copies of the images on CBM’s servers constitutes embedding under the “server test” and does not constitute copyright infringement.

18. It has been my understanding that embedding images is a standard method for showing images on the internet that has been widely used for decades.

19. The Star Wars Photographs were embedded onto the accused articles by retrieving the images from a third-party server using HTML code.

20. At the time I wrote the accused articles I saw that the photographs at issue in this case were being widely used all over the internet on many sites, including Twitter and Instagram accounts and Google images. Ex. P, uses of the subject photographs. The HTML code I used in my article could have come from any one of these sources. Because of this widespread use in sharing of these photographs, I believed these images were not protected by copyright and were free to use.

21. I believe that by embedding the URL's and not copying and uploading the asserted photographs into my articles I did not infringe any of Plaintiff's copyrights.

22. It is my understanding embedded images interact with the server that stores the image to produce the exact image rather than an iteration or version of the image.

23. The purpose of the accused articles I authored was to provide breaking news, social commentary, reporting, and unique content regarding soon to be released Star Wars films.

24. The purpose of including the embedded Star Wars Photographs was to add some visual element to the content, not to act as a draw to the content. Instead, I use interesting and eye-catching titles to draw readers to the substance and content of my articles. The images used are not critical to my reporting and commentary.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 29<sup>th</sup> day of December 2023.



\_\_\_\_\_  
Mark Cassidy

**Exhibit C**

Robert E. Aycock (#8878)  
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*Attorneys for Defendants*

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**IN THE UNITED STATES DISTRICT COURT  
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DOES 1 through 10.

Defendants.

**DECLARATION OF JOSHUA WILDING  
IN SUPPORT OF DEFENDANTS'  
OPPOSITION TO PLAINTIFF'S  
MOTION FOR SUMMARY JUDGMENT**

Case No. 2:21-cv-00567-DBB-JCB

District Judge David Barlow

---

**DECLARATION OF JOSHUA WILDING**

I, JOSHUA WILDING, declare as follows:

1. I am named personally as a defendant in this case. I am a citizen of the United Kingdom and a resident of Somerset, England.

2. I am a film journalist and I perform all of my work on a freelance basis as an independent contractor from my home in the United Kingdom where I am registered as self-employed. I pay taxes exclusively in the United Kingdom.
3. As a freelance journalist I contribute articles to websites including CBM's Website. *See* Dkt. 102-1 Exhibit 20, Contributor Contract.
4. As a Contributor I am able to directly publish content on CBM's website without my work being reviewed or authorized by CBM or Nathan Best.
5. I receive compensation for the articles I publish, however, I am not paid to publish articles. At the time the Star Wars articles were published I had no quota to meet for publishing articles and I have never been encouraged or compelled by CBM or Nathan Best to publish articles.
6. I understand that the Plaintiff has claimed that articles I contributed to the website [www.comicbookmovies.com](http://www.comicbookmovies.com) contained photographs protected by copyright.
7. I was the contributor for the article: "STAR WARS: THE RISE OF SKYWALKER – 12 Biggest Reveals And Spoilers From Vanity Fair's Cover Story." *See* Dkt. 102-1 Exhibit 25.
8. I was the contributor for the article: "STAR WARS: THE RISE OF SKYWALKER Behind The Scenes Video Features New Aliens And Cast Interviews." *See* Dkt. 102-1 Exhibit 26.
9. I was the contributor for the article: "STAR WARS: THE RISE OF SKYWALKER Has A Very Interesting Alternate Title In Japan." *See* Dkt. 102-1 Exhibit 27.
10. I was the contributor for the article: "STAR WARS: THE RISE OF SKYWALKER's Runtime Possible Revealed Along With Some Potential Spoilers." *See* Dkt. 102-1 Exhibit 29.

11. I was the contributor for the article: “STAR WARS: THE RISE OF SKYWALKER’s Oscar Issacs Blames ‘Disney Overlords’ For No Poe/Finn Romance.” *See* Dkt. 102-1 Exhibit 32.
12. I was the contributor for the article: “Luke Skywalker’s Big STAR WARS: THE RISE OF SKYWALKER Scene Was The Result Of Reshoots.” *See* Dkt. 102-1 Exhibit 34.
13. I was and am aware of the legal concept of what is called the “server test.” It is my understanding that images which are “embedded” onto a webpage rather than “uploaded” onto a webpage would not constitute infringement under this test.
14. It has been my understanding and belief that using Hypertext Markup Language (“*HTML*”) to retrieve images from a third-party server rather than storing copies of the images on CBM’s servers constitutes embedding under the “server test” and does not constitute copyright infringement.
15. It has been my understanding that embedding images is a standard method for showing images on the internet that has been widely used for decades.
16. The Star Wars Photographs were embedded onto the accused articles by retrieving the images from a third-party server using HTML code.
17. At the time I wrote the accused articles I saw that the photographs at issue in this case were being widely used all over the internet on many sites, including Twitter and Instagram accounts and Google images. Ex. P, uses of the subject photographs. The HTML code I used in my article could have come from any one of these sources. Because of this widespread use in sharing of these photographs, I believed these images were not protected by copyright and were free to use.

18. I believe that by embedding the URLs and not copying and uploading the asserted photographs into my articles I did not infringe any of Plaintiff's copyrights.
19. It is my understanding embedded images interact with the server that stores the images to produce the exact image rather than an iteration or version of the image.
20. The purpose of the accused articles I authored was to provide breaking news, social commentary, reporting, and unique content regarding soon to be released Star Wars films.
21. The purpose of including the embedded Star Wars Photographs was to add some visual element to the content, not to act as a draw to the content. Instead, I use interesting and eye-catching titles to draw readers to the substance and content of my articles. The images used are not critical to my reporting and commentary.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 29<sup>th</sup> day of December 2023.



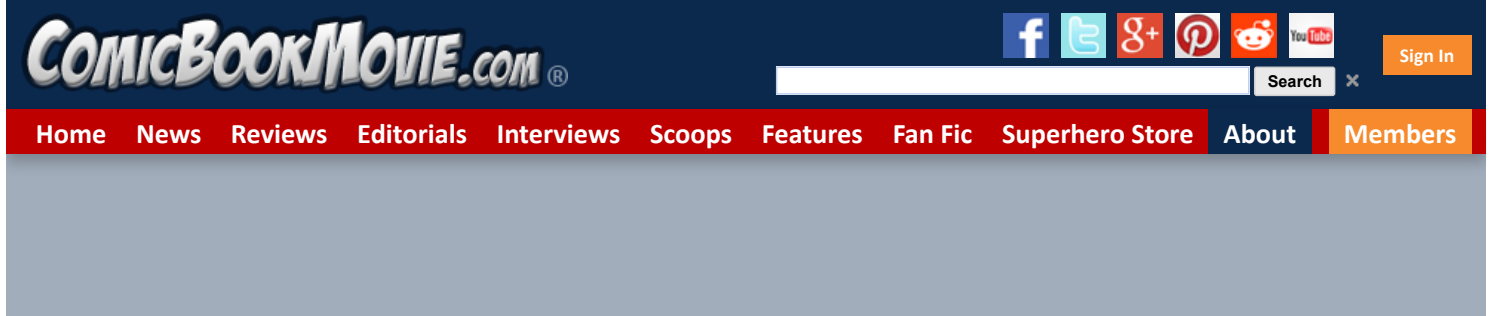
s/ Joshua Wilding

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Joshua Wilding

**Exhibit D**

The Wayback Machine - <https://web.archive.org/web/20160124091416/http://www.comicbookmovie.com/about/copyright/>



## Comic Book Movie Copyright Policies

Comic Book Movie respects the intellectual property rights of others and expects its users to do the same. It is Comic Book Movie's policy, in appropriate circumstances and at its discretion, to disable and/or terminate the accounts of users who repeatedly infringe or are repeatedly charged with infringing the copyrights or other intellectual property rights of others.

In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, Comic Book Movie will respond expeditiously to claims of copyright infringement committed using the Comic Book Movie website (the "Site") that are reported to Comic Book Movie's Designated Copyright Agent, identified in the sample notice below.

If you are a copyright owner, or are authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Site by completing the following DMCA Notice of Alleged Infringement and delivering it to Comic Book Movie's Designated Copyright Agent. Upon receipt of the Notice as described below, Comic Book Movie will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged material from the Site. DMCA Notice of Alleged Infringement ("Notice").

1. Identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.
2. Identify (i) the material that you claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the Site where such material may be found, and (ii) the reference or link, to the material or activity that you claim to be infringing, that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate that reference or link, including at a minimum, if applicable, the URL of the link shown on the Site where such reference or link may be found.
3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:

"I hereby state that I have a good faith belief that the disputed use of the copyrighted material or reference or link to such material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."

"I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

5. Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to Comic Book Movie's Designated Copyright Agent:

Comic Book Movie Copyright Agent  
639 E 720 N  
Lindon, UT 84042

NOTE: You may also use our [contact form](#) and select "DMCA/Copyright Issue" from the dropdown list.

The Wayback Machine - <https://web.archive.org/web/20160124091416/http://www.comicbookmovie.com/about/copyright/>



### Top Headlines



**Mark Hamill Opens Up About STAR WARS: THE LAST JEDI; "He's Not My Luke Skywalker"**



**THE INCREDIBLE HULK Marvel Collector Corps Unboxing (December 2017)**



**PSA: The New STAR WARS Trilogy Is Being Made Up As They Go, There's No "Marvel Master Plan"**



**JUSTICE LEAGUE's Ben Affleck Still Wants To Direct A BATMAN Movie; May Be Evaluating A Return To The Role**



**THE GIFTED: The Mutant Underground Buries One Of Their Own In New**

**Photos From Season 1, Episode 11: "3 X 1"**

**Exhibit E**

## Amended Interim Designation of Agent to Receive Notification of Claimed Infringement

**Full Legal Name of Service Provider:** Best Little Sites, LLC

**Alternative Name(s) of Service Provider (including all names under which the service provider is doing business):** www.bestlittlesites.com

(see attached for additional names)

**Address of Service Provider:** 9252 Silver Lake Dr, Cedar Hills, UT 84062

**Name of Agent Designated to Receive**

**Notification of Claimed Infringement:** Nathan Best

**Full Address of Designated Agent to which Notification Should be Sent** (a P.O. Box or similar designation is not acceptable except where it is the only address that can be used in the geographic location):

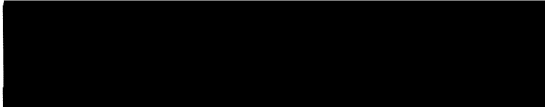
9252 Silver Lake Dr, Cedar Hills, UT 8062

**Telephone Number of Designated Agent:** (801) 836-6327

**Facsimile Number of Designated Agent:** (801) 785-6938

**Email Address of Designated Agent:** dmca@bestlittlesites.com

Identify the Interim Designation to be Amended, by Service Provider Name and Filing Date, so that it may be Readily Located in the Directory Maintained by the Copyright Office: Best Little Sites, LLC, Filed May 30, 2013, Scanned June 7, 2013

 of the Designating Service Provider:

Date: 05/01/2014

**Typed or Printed Name and Title:** Nathan Best - President

Note: This Amended Interim Designation Must be Accompanied by a Filing Fee\*  
Made Payable to the Register of Copyrights.

\*Note: Current and adjusted fees are available on the Copyright website at  
[www.copyright.gov/docs/fees.html](http://www.copyright.gov/docs/fees.html)

Mail the form to:

**Copyright I&R/Recordation**

**P.O. Box 71537**

**Washington, DC 20024**



Scanned

JUN 30 2014

Received

JUN 09 2014

Copyright Office  
COMIC\_0108

**Additional Names:**

ANIMEMOJO.COM

BATMAN-MOVIES.COM

BLADEMOVIES.COM

CINESCREAM.COM

COMICBOOKHOTTIES.COM

COMICBOOKHOTTIES.NET

COMICBOOKMOVIE.COM

COSPLAYTRAINWRECK.COM

DAREDEVIL-MOVIES.COM

EARTHSMIGHTIEST.COM

FANMADE.NET

FANTASTIC-FOUR-MOVIE.COM

FANTASYHOTTIE.COM

GAMEHOTTIES.COM

GLARINGERROR.COM

HORRORHOTTIES.COM

HULKMOVIES.COM

LOADEDHOTTIES.COM

MIGHTYHOTTIES.COM

PUNISHER-MOVIE.COM

SCIFIHOTTIE.COM

SPIDER-MAN-MOVIES.COM

STRICTLYSCIFI.COM

SUPERMAN-MOVIES.COM

TOONADO.COM

X-MEN-MOVIES.COM

**Exhibit F**

The Wayback Machine - <https://web.archive.org/web/20201118132640/https://www.comicbookmovie.com/about/tos/>



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## ToS (Terms of Service)

Updated 11/1/2020

With this Service you are able to discover, create, and share content. It also provides a forum and community for people to connect with one another regardless of location. It acts as a distribution platform for original content, content creators large and small. There's even potential to earn money with your content thanks to [Contributor Partner Program](#).

### Service Provider

Best Little Sites LLC, a company operating under the laws of Utah, located at 237 E Lake View Dr, Vineyard, UT 84059 (referred to as "Best Little Sites LLC", "BLS", "Comic Book Movie", "CBM", "we", "us", or "our") is responsible for providing this service. References to "Affiliates" is in reference to the other companies and web sites within the Best Little Sites LLC corporate group (now or in the future).

### Terms

Your use of the Service is subject to these terms, the [Comic Book Movie Community Guidelines](#) and the [Copyright Policies](#) and [Trademark Policies](#) which may be updated from time to time (together, this "Agreement"). Any other links or references provided in these terms are for informational purposes and are not expressly part of the Agreement.

Please read this entire Agreement carefully to ensure that you fully understand it and what you are agreeing to. If you do not understand the Agreement, or do not accept any part of it, **then you may not use the Service.**

### Who may use the Service?

#### Age Requirements

You must be at least 13 years old to use the Service. Children of all ages may use Comic Book Movie Kids (where available) if they have permission of their parent or legal guardian.

#### Permission by Parent or Guardian

If you are under 18, you represent that you have your parent or guardian's permission to use the Service. Please read through this Agreement with them.

If you are a parent or legal guardian of a user that is under the age of 18, you are subject to the terms of this Agreement by allowing your child to use the Service and responsible for your child's activity on the Service.

#### Businesses

If you are using the Service on behalf of a company or organisation, you represent that you have authority to act on behalf of that entity, and that such entity accepts this Agreement.

### Your Use of the Service

### Content on the Service

playwire<sup>TM</sup>  
Revenue Amplification

Popular Stories



Visit Our Other Sites!



COMIC\_0051

The content on the Service includes text, graphics, photos, videos branding (trade names, trademarks, service marks, logos, etc.), interactive features, and other materials whether provided by you, Comic Book Movie or a third-party (collectively, "Content").

Content is the responsibility of the person or entity that provides it to the Service. Comic Book Movie is under no obligation to host or serve Content. If you see any Content you believe does not comply with this Agreement, including by violating the Community Guidelines or the law, you can [report it](#).

## Accounts and Sites

Much of the Service such as browsing and searching for Content, doesn't require a account. However, you will need a account to make use some features. With a account, you may be able to like articles, comment on content, follow other users, create your own Comic Book Movie content, and more. **You can create an account here!**

Registering for a Comic Book Movie account will give you additional abilities, features and functions such as writing content and posting to the site, commenting on posts, etc.

Please keep your password confidential to protect your account. Do not reuse your account password or share it with others.

## Your Information

Our [Privacy Policy](#) explains how we treat your personal information and data when you use the Service.

## Permissions and Restrictions

You may access and use the Service as made available to you, as long as you comply with this Agreement and applicable law. You may view or listen to Content for your personal, non-commercial use. You may also show Comic Book Movie content through social sharing or embeddable Comic Book Movie media when available.

You are not allowed to:

1. sell, reproduce, download, distribute, display, license, alter, modify or otherwise use any part of the Service or any Content unless it expressly authorized by the Service, or with prior written permission from Comic Book Movie and, or, the respective rights holders;
2. circumvent, disable, or otherwise interfere with any part of the Service (or attempt to do any of these things), including security-related features or features that (a) prevent or restrict the copying or other use of Content or (b) limit the use of the Service or Content;
3. access the Service using any automated means (such as robots, scrapers, etc.) except (a) in the case of public search engines, in accordance with Comic Book Movie's robots.txt file; or (b) with Comic Book Movie's prior written permission;
4. collect or harvest any information that might identify an individual unless permitted by that person or allowed under section (3) above;
5. use the Service to distribute unsolicited promotional, commercial content, unwanted or mass solicitations;
6. cause or encourage inaccurate measurements of user engagement or use with the Service, including by paying people to visit or providing them with incentives to increase views, comments, or otherwise manipulate engagement metrics in any manner;
7. misuse any reporting, complaint, dispute, or appeals process, including by making groundless or frivolous submissions;

## Reservation

Using the Service does not give you ownership of, or rights to, any aspect of the Service, including user names or any other Content posted by others or Comic Book Movie.

## Changes to the Service

Comic Book Movie is constantly improving and modifying the Service. We may also alter or discontinue the Service, or any part of it, in order to make performance or security improvements, change functionality and features, make changes to comply with law, or prevent illegal activities on or abuse of our systems. These changes may affect all users, some users or even an individual user. Whenever reasonably possible, we will provide notice when we discontinue or make material changes to our Service that will have an adverse impact on the use of our Service. However, you understand and agree that there will be times when we make such changes without notice, such as where we feel we need to take action to improve the security and operability of our Service, prevent abuse, or comply with legal requirements.



## Your Content and Conduct

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### Creating Content

If you have a Comic Book Movie account, you may be able to create Content to and through the Service. You may use your Content to promote your business or artistic enterprise. If you choose to create Content, you must not submit to the Service any Content that does not comply with this Agreement (including the [Comic Book Movie Community Guidelines](#)) or the law. The Content you submit must not include third-party intellectual property (such as copyrighted material) unless you have permission from that party or are otherwise legally entitled to do so. **You are legally responsible for the Content you submit to the Service.**

### Rights you Grant

You retain ownership rights to your Content. We do require that you grant certain rights to Comic Book Movie, and other users of the Service, as described below.

### License to Comic Book Movie

By creating Content through the Service, you grant to Comic Book Movie a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use that Content (including to reproduce, distribute, prepare derivative works, display and perform it) in connection with the Service and Comic Book Movie's (and its successors' and Affiliates') business, including for the purpose of promoting and redistributing part or all of the Service.

### License to Other Users

You also grant each user of the Service a worldwide, non-exclusive, royalty-free license to access your Content through the Service, and to use that Content, including to reproduce, distribute, prepare derivative works, display, and perform it, only as enabled by a feature of the Service (such as video playback or embeds). **This license does not grant any rights or permissions for a user to make use of your Content independent of the Service.**

### Duration of License

The licenses granted by you continue for a commercially reasonable period of time after you remove or delete your Content from the Service. You understand and agree that Comic Book Movie may retain, but not display, distribute, or perform, server copies of your content that have been deleted or removed.

### Removing Your Content

You may remove your Content from the Service at any time. You must remove your Content if you no longer have the rights required by these terms.

### Removal of Content By Comic Book Movie

If we reasonably believe that any Content is in breach of this Agreement or may cause harm to Comic Book Movie, our users, or third parties, we may remove or take down that Content in our discretion. We will notify you with the reason for our action unless we reasonably believe that to do so: (a) would breach the law or the direction of a legal enforcement authority or would otherwise risk legal liability for Comic Book Movie or our Affiliates; (b) would compromise an investigation or the integrity or operation of the Service; or (c) would cause harm to any user, other third party, Comic Book Movie or our Affiliates.

### Copyright Protection

If you believe your copyright has been infringed on the Service, [please contact us](#).

We respond to notices of alleged copyright seriously. Comic Book Movie's policies provide for the termination, in appropriate circumstances, of repeat infringers' access to the Service.

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## Account Suspension & Termination

### Terminations by You

You may stop using the Service at any time. Select the "Cancel My Account" option on your account page.

## Terminations and Suspensions by Comic Book Movie

Comic Book Movie may disable, suspend or terminate your access, your account, or your account's access to all or part of the Service if (a) you materially or repeatedly breach this Agreement; (b) we are required to do so to comply with a legal requirement or a court order; or (c) we believe there has been conduct that creates (or could create) liability or harm to any user, other third party, Comic Book Movie or our Affiliates.

## Terminations by Comic Book Movie Due to Service Changes

Comic Book Movie may terminate your access, or your account's access to all or part of the Service if Comic Book Movie believes, in its sole discretion, that provision of the Service to you is no longer commercially viable.

## Notice for Termination or Suspension

We will notify you with the reason for termination or suspension by Comic Book Movie unless we reasonably believe that to do so: (a) would violate the law or the direction of a legal enforcement authority, or would otherwise risk legal liability for Comic Book Movie or our Affiliates; (b) would compromise an investigation or the integrity or operation of the Service; or (c) would cause harm to any user, other third party, Comic Book Movie or our Affiliates.

## Effect of Account Suspension or Termination

If your account is terminated or your account's access to the Service is restricted, you may continue using certain aspects of the Service (such as browsing, viewing and searching) without an account, and this Agreement will continue to apply to such use. If you believe your account has been terminated in error, [please contact us](#).

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## Other Legal Terms

### Warranty Disclaimer

OTHER THAN AS EXPRESSLY STATED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE SERVICE IS PROVIDED "AS IS" AND Comic Book Movie DOES NOT MAKE ANY SPECIFIC COMMITMENTS OR WARRANTIES ABOUT THE SERVICE. WE DON'T MAKE ANY WARRANTIES ABOUT: (A) THE CONTENT PROVIDED THROUGH THE SERVICE; (B) THE SPECIFIC FEATURES OF THE SERVICE, OR ITS ACCURACY, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS; OR (C) THAT ANY CONTENT YOU SUBMIT WILL BE ACCESSIBLE ON THE SERVICE.

### Limitation of Liability

EXCEPT AS REQUIRED BY APPLICABLE LAW, Comic Book Movie, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS WILL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, REVENUES, BUSINESS OPPORTUNITIES, GOODWILL, OR ANTICIPATED SAVINGS; LOSS OR CORRUPTION OF DATA; INDIRECT OR CONSEQUENTIAL LOSS; PUNITIVE DAMAGES CAUSED BY:

1. ERRORS, MISTAKES, OR INACCURACIES ON THE SERVICE;
2. PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR USE OF THE SERVICE;
3. ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICE;
4. ANY INTERRUPTION OR CESSATION OF THE SERVICE;
5. ANY VIRUSES OR MALICIOUS CODE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY;
6. ANY CONTENT WHETHER SUBMITTED BY A USER OR Comic Book Movie, INCLUDING YOUR USE OF CONTENT; AND/OR
7. THE REMOVAL OR UNAVAILABILITY OF ANY CONTENT.

THIS PROVISION APPLIES TO ANY CLAIM, REGARDLESS OF WHETHER THE CLAIM ASSERTED IS BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

Comic Book Movie AND ITS AFFILIATES' TOTAL LIABILITY FOR ANY CLAIMS ARISING FROM OR RELATING TO THE SERVICE IS LIMITED TO THE GREATER OF: (A) THE AMOUNT OF REVENUE THAT Comic Book Movie HAS PAID TO YOU FROM YOUR USE OF THE SERVICE IN THE 3 MONTHS BEFORE THE DATE OF YOUR NOTICE, IN WRITING TO Comic Book Movie, OF THE CLAIM; AND (B) USD \$100.

## Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Comic Book Movie, its Affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the Service.

## Third-Party Links

The Service may contain links to third-party websites and online services that are not owned or controlled by Comic Book Movie. Comic Book Movie has no control over, and assumes no responsibility for, such websites and online services. Be aware when you leave the Service; we suggest you read the terms and [privacy policy](#) of each third-party website and online service that you visit.

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## About this Agreement

### Modifying this Agreement

We may modify this Agreement to reflect changes to our Service or for legal, regulatory, or security reasons. When possible, Comic Book Movie will provide reasonable advance notice of any material modifications to this Agreement and the opportunity to review them, except that modifications addressing newly available features of the Service or modifications made for legal reasons may be effective immediately without notice. Modifications to this Agreement will only apply going forward. If you do not agree to the modified terms, you should remove any Content you have created and discontinue your use of the Service.

### Continuation of this Agreement

If your use of the Service ends, the following terms of this Agreement will continue to apply to you: "Other Legal Terms", "About This Agreement", and the licenses granted by you will continue as described under "Duration of License".

### Severance

If it turns out that a particular term of this Agreement is not enforceable for any reason, this will not affect any other terms.

### No Waiver

If you fail to comply with this Agreement and we do not take immediate action, this does not mean that we are giving up any rights that we may have (such as the right to take action in the future).

### Interpretation

In these terms, "include" or "including" means "including but not limited to," and any examples we give are for illustrative purposes.

### Governing Law

All claims arising out of or relating to these terms or the Service will be governed by Utah law, except Utah's conflict of laws rules, and will be litigated exclusively in the federal or state courts Utah, USA. You and Comic Book Movie consent to personal jurisdiction in those courts.

### Limitation on Legal Action

YOU AND Comic Book Movie AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

**Exhibit G**

HOME › ABOUT

## About ComicBookMovie.com

ComicBookMovie.com is part of the [Best Little Sites](#) (BLS) network of sites and covcers breaking news and providing unique content about current Hollywood projects that bring comics characters and storylines to the big screen.

CBM came online in 2003 during the infancy of Hollywood's interest in adapting movies from comic books and graphic novels, and has quickly become the #1 online destination for information about the genre. Currently the site boasts millions of monthly visitors, and the most active online community in the genre. In 2008, CBM expanded its coverage to include all SciFi,Fantasy and Horror related properties, but retains it's main focus upon comic book movies.

If you're an advertiser who is interested in reaching our highly targeted users, [CLICK HERE for more information about Advertising on CBM.](#)

### About CBM's User-Generated Content and Fansites!

Also in 2008, CBM developed its unique fansites concept and opened up the site to user-generated content from its large community of passionate users. Now visitors of the site can contribute directly to CBM's content with their own news aggregation and unique articles. While a large group of volunteer contributors maintain the professional quality of the content, user contributions appear immediately on the site. All visitors need to do to contribute is join. The fan site concept has morphed into user profile pages, where all contributions and content can be accessed by visitors to the site. When registering, contributors agree to follow accepted journalistic standards and ethics.

To contact CBM for removal of copyrighted images or to report plagiarism, [CLICK HERE](#) for a Contact Form

### FOLLOW ComicBookMovie.com



### The Owner

 **Nathan Best** - President & Owner

ComicBookMovie.com and Best Little Sites was the brainchild of Nate and a friend way back in 2003. Nate initially focused on the back-end programming and front-end design, but now manages the company and its associated sites as well, with a LOT of help from some very talented contributors.

Nate has loved comics from a very young age and continues to read them on a regular basis thanks to subscriptions to various titles (both Marvel and DC). He also loves movies, as his wife and children will attest. He's not overly critical of movies, so his reviews should be taken with a grain of salt as he's much more interested in being entertained and escaping the "real" world for a couple of hours than finding every conceivable plot-hole and character flaw in a film.

Outside of his guilty "nerdy" pleasures, Nate enjoys spending time with his wife and three boys, CrossFit, playing guitar, coaching youth sports and MMA (he spent a couple of years in the cage as an NHB fighter, but is now MUCH too old).

### Top Contributors



**Josh Wilding**

A member of ComicBookMovie.com since 2009, Josh is a lifelong comic book fan who has so far contributed over 9000 articles to the site with a focus on breaking news, reviews and editorials. Since joining CBM, he has gone on to also write for HeyUGuys, Batman-News, Spider-Man News and Mirror Online, all thanks to the opportunities presented to him by this very site. Josh is based in

Cardiff, Wales



**Mark Cassidy**

Mark has been contributing to CBM for 14 years, though he also peddles his wares to other sites (including Scannain and The Playlist) occasionally, and edits other people's lovely films. He resides in Ireland, where it rains 11 out 12 months of the year, and the grumpy bastard wouldn't have it any other way. He has a passion for all things film and comic related, and also dabbles in amateur film making, screenwriting and photography. Big cheesecake fan, but wouldn't dream of becoming a baker.



**Mark Julian**

Mark is a graduate of the University of Michigan and holds a degree in Architecture. However, writing and film are an equal passion. Ever since picking up an issue of Jim Lee's X-Men in the early '90s, Mark has been fascinated with the world of superheroes and villains. Similarly, watching Shinichirō Watanabe's Cowboy Bebop created a lifelong infatuation with anime and manga. Mark hopes to one day join the ranks of his favorite creators and produce his own sci-fi fantasy novel and/or comic book. He resides in Washington, D.C. with his girlfriend and is currently planning to indoctrinate his firstborn into the Church of Batman.



**Rohan Patel**

Rohan earned his Bachelor of Science in Accounting from East Carolina University. He has been contributing to ComicBookMovie.com since July of 2011.

### CBM Community

Our thanks to all the users and contributors who volunteer their time and help out anonymously. We appreciate all of you and thank you for making this site super!

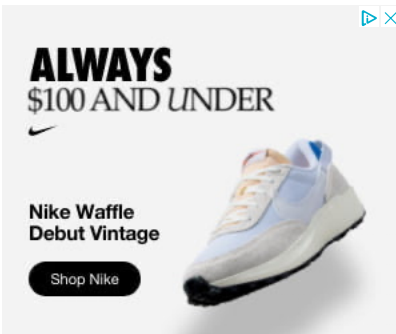
### Popular Headlines

- **AVENGERS 5: Rumored New Details Emerge About How Marvel Studios Plans To Replace Kang With [SPOILER]**
- **RUMOR: Potential Spoilers For AVENGERS: SECRET WARS And CAPTAIN AMERICA: BRAVE NEW WORLD**
- **X-MEN '97 Episode Titles Revealed - What Do They Tell Us About The First Season? Possible SPOILERS**
- **SUPERMAN: LEGACY Director James Gunn Reveals Odds Of Us Seeing David Corenswet's Suit Before Shooting Starts**
- **SUPERMAN: LEGACY Director James Gunn Rumored To Be Casting Supergirl Who Is "Humorous With Punk Rock Edginess"**



### Hot Headlines 🔥

- 96 comments Zack Snyder Comments On Superhero Fatigue; Says "I'm Not Knocking On James Gunn's Door"
- 86 comments AQUAMAN AND THE LOST KINGDOM Falls Below Expectations Over Four-Day Opening After A Christmas Day To Forget
- 86 comments FANTASTIC FOUR: We May Now Know When Cameras Will Start Rolling On Marvel Studios' Reboot
- 74 comments RUMOR: Potential Spoilers For AVENGERS: SECRET WARS And CAPTAIN AMERICA: BRAVE NEW WORLD
- 70 comments REBEL MOON - PART TWO: THE SCARGIVER Gets An Extended Trailer And Synopsis Promising An Epic Finale



**Exhibit H**

Mathew K. Higbee, SBN 11133  
Ryan E. Carreon, *pro hac vice*  
**HIGBEE & ASSOCIATES**  
1504 Brookhollow Drive, Suite #112  
Santa Ana, CA 92705  
(714) 617-8373  
[mhigbee@higbee.law](mailto:mhigbee@higbee.law)  
[rcarreon@higbee.law](mailto:rcarreon@higbee.law)  
*Attorneys for Plaintiff Trunk Archive*

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**IN THE UNITED STATES DISTRICT COURT**  
**FOR THE DISTRICT OF UTAH**

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GREAT BOWERY, d/b/a TRUNK  
ARCHIVE,

Plaintiff,

v.

BEST LITTLE SITES, d/b/a  
[www.comicbookmovie.com](http://www.comicbookmovie.com); NATHAN  
BEST; MARK CASSIDY; JOSHUA  
WILDING; and DOES 1 through 10,  
inclusive,

Defendants.

Case No. 2:21-cv-00567-DBB

**RESPONSES TO INTERROGATORIES**

Plaintiff Great Bowery d/b/a Trunk Archive (hereinafter “Responding Party”) responds to Defendants Best Little Sites, d/b/a comicbookmovie.com, Nathan Best, Mark Cassidy, and Joshua Wilding’s (“Propounding Party”) Interrogatories as follows:

Investigation and discovery by Responding Party are continuing and are not complete. As discovery proceeds, witnesses, facts, evidence and other information may be discovered that are not set forth herein, but that may have been responsive. Facts and evidence now known may be imperfectly understood, or the relevance or consequences of such facts and evidence may be

time and scope. Responding Party objects this Interrogatory to the extent that it requests information which attempts or purports to require disclosure by Responding Party of privileged, confidential information, proprietary information and/or information otherwise protected as a trade secret or otherwise in violation of Responding Party's right of privacy.

Without waiving the forgoing objection, Responding Party responds as follows:

Pursuant to Federal Rule of Civil Procedure 33(d), and upon entry of an appropriate protective order, Responding Party will exercise its option to produce non-privileged documents responsive to this interrogatory in its possession, custody, and control to the extent such documents exist.

**INTERROGATORY NO. 2:**

Provide a full computation of the monetary amounts that Trunk Archive believes it is entitled to as a result of Defendants' alleged unauthorized use of the Star Wars Photographs.

**RESPONSE TO INTERROGATORY NO. 2:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Responding Party objects to this interrogatory as vague and ambiguous. Responding Party objects this Interrogatory to the extent that it requests information which attempts or purports to require disclosure by Responding Party of privileged, confidential information, proprietary information and/or information otherwise protected as a trade secret or otherwise in violation of Responding Party's right of privacy.

Without waiving the forgoing objection, Responding Party responds as follows:

Responding Party has suffered damages including but not limited to lost licensing fees, lost profits, diminution in value of each of the Star Wars Photographs, time and expenses incurred pursuing the infringement, and attorneys' fees and costs. Responding Party is entitled to recover damages in the form of, *inter alia*, actual damages and Propounding Party's profits or statutory damages for each work infringed pursuant to 17 U.S.C. § 504(b) and (c) at Responding Party's election, attorneys' fees and costs pursuant to 17 U.S.C. § 505, and interest based on Responding Party's claims. Pursuant to 17 U.S.C. § 504(c) Responding Party reserves the right to seek statutory

damages to be awarded in an amount authorized by statute at the discretion of the judge or jury.

Responding Party asserts that it may not be aware of the full extent of damages suffered by Propounding Party's infringing conduct at this time. Additionally, Responding Party cannot predict what additional damages may be suffered in the future. Responding Party reserves the right to supplement this response, with additional information that may be revealed through the discovery process or other subsequent investigation.

**INTERROGATORY NO. 3:**

Describe in detail the alleged irreparable harm that you have experienced as a result of Defendants' alleged unauthorized use of the Star Wars Photographs as stated in Paragraph 84 of Your Complaint.

**RESPONSE TO INTERROGATORY NO. 3:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Responding Party objects to this Interrogatory insofar as it is not proportional to the needs of the case and is outside the scope of permissible discovery as outlined in Rule 26 of the Federal Rules of Civil Procedure. Responding Party objects to this Interrogatory in that it is unlimited in time and scope. Responding Party objects to this Interrogatory on the grounds that it calls for information subject to the attorney-client privilege and/or work product privilege. Responding Party objects to this Interrogatory as calling for a legal conclusion. Responding Party objects to the phrase "alleged irreparable harm" as vague and ambiguous. Responding Party objects this Interrogatory to the extent that it requests information which attempts or purports to require disclosure by Responding Party of privileged, confidential information, proprietary information and/or information otherwise protected as a trade secret or otherwise in violation of Responding Party's right of privacy.

Without waiving the forgoing objection, Responding Party responds as follows:

Since Responding Party's initial discovery of infringement, Responding Party has uncovered numerous additional unauthorized uses of the Star Wars Photographs on [www.comicbookmovie.com](http://www.comicbookmovie.com) in various articles over that were posted over the span of a number of

**RESPONSE TO INTERROGATORY NO. 8:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Responding Party objects to this Interrogatory insofar as it is not proportional to the needs of the case and is outside the scope of permissible discovery as outlined in Rule 26 of the Federal Rules of Civil Procedure. Responding Party objects to this Interrogatory as overly broad and unduly burdensome. Responding Party objects to this Interrogatory in that it is unlimited in time and scope. Responding Party objects this Interrogatory to the extent that it requests information which attempts or purports to require disclosure by Responding Party of privileged, confidential information, proprietary information and/or information otherwise protected as a trade secret or otherwise in violation of Responding Party's right of privacy.

**INTERROGATORY NO. 9:**

Describe in detail the full licensing history of the Holdo Photograph.

**RESPONSE TO INTERROGATORY NO. 9:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Responding Party objects to this Interrogatory insofar as it is not proportional to the needs of the case and is outside the scope of permissible discovery as outlined in Rule 26 of the Federal Rules of Civil Procedure. Responding Party objects to this Interrogatory in that it is unlimited in time and scope. Responding Party objects this Interrogatory to the extent that it requests information which attempts or purports to require disclosure by Responding Party of privileged, confidential information, proprietary information and/or information otherwise protected as a trade secret or otherwise in violation of Responding Party's right of privacy.

Without waiving the forgoing objection, Responding Party responds as follows:

Pursuant to Federal Rule of Civil Procedure 33(d), and upon entry of an appropriate protective order, Responding Party will exercise its option to produce non-privileged documents responsive to this interrogatory in its possession, custody, and control to the extent such documents exist.

///

**INTERROGATORY NO. 10:**

Describe in detail the full licensing history of the DJ Photograph.

**RESPONSE TO INTERROGATORY NO. 10:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Responding Party objects to this Interrogatory insofar as it is not proportional to the needs of the case and is outside the scope of permissible discovery as outlined in Rule 26 of the Federal Rules of Civil Procedure. Responding Party objects to this Interrogatory in that it is unlimited in time and scope. Responding Party objects this Interrogatory to the extent that it requests information which attempts or purports to require disclosure by Responding Party of privileged, confidential information, proprietary information and/or information otherwise protected as a trade secret or otherwise in violation of Responding Party's right of privacy.

Without waiving the forgoing objection, Responding Party responds as follows:

Pursuant to Federal Rule of Civil Procedure 33(d), and upon entry of an appropriate protective order, Responding Party will exercise its option to produce non-privileged documents responsive to this interrogatory in its possession, custody, and control to the extent such documents exist.

**INTERROGATORY NO. 11:**

Describe in detail the full licensing history of the Skywalker Photograph.

**RESPONSE TO INTERROGATORY NO. 11:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Responding Party objects to this Interrogatory insofar as it is not proportional to the needs of the case and is outside the scope of permissible discovery as outlined in Rule 26 of the Federal Rules of Civil Procedure. Responding Party objects to this Interrogatory in that it is unlimited in time and scope. Responding Party objects this Interrogatory to the extent that it requests information which attempts or purports to require disclosure by Responding Party of privileged, confidential information, proprietary information and/or information otherwise protected as a trade secret or otherwise in violation of Responding Party's right of privacy.

Without waiving the forgoing objection, Responding Party responds as follows:

Pursuant to Federal Rule of Civil Procedure 33(d), and upon entry of an appropriate protective order, Responding Party will exercise its option to produce non-privileged documents responsive to this interrogatory in its possession, custody, and control to the extent such documents exist.

**INTERROGATORY NO. 12:**

Describe in detail the full licensing history of the Connix Photograph.

**RESPONSE TO INTERROGATORY NO. 12:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Responding Party objects to this Interrogatory insofar as it is not proportional to the needs of the case and is outside the scope of permissible discovery as outlined in Rule 26 of the Federal Rules of Civil Procedure. Responding Party objects to this Interrogatory in that it is unlimited in time and scope. Responding Party objects this Interrogatory to the extent that it requests information which attempts or purports to require disclosure by Responding Party of privileged, confidential information, proprietary information and/or information otherwise protected as a trade secret or otherwise in violation of Responding Party's right of privacy.

Without waiving the forgoing objection, Responding Party responds as follows:

Pursuant to Federal Rule of Civil Procedure 33(d), and upon entry of an appropriate protective order, Responding Party will exercise its option to produce non-privileged documents responsive to this interrogatory in its possession, custody, and control to the extent such documents exist.

**INTERROGATORY NO. 13:**

Describe in detail the full licensing history of the Millennium Falcon Photograph.

**RESPONSE TO INTERROGATORY NO. 13:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Responding Party objects to this Interrogatory insofar as it is not proportional to the needs of the case and is outside the scope of permissible discovery as outlined in Rule 26 of the

Dated: January 26, 2023,

Respectfully submitted,

**/s/ Mathew K. Higbee**

Mathew K. Higbee, SBN 11133

**HIGBEE & ASSOCIATES**

1504 Brookhollow Drive, Suite #112

Santa Ana, CA 92705

(714) 617-8373

[mhigbee@higbee.law](mailto:mhigbee@higbee.law)

**/s/ Ryan E. Carreon**

Ryan E. Carreon, *pro hac vice*

**HIGBEE & ASSOCIATES**

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Santa Ana, CA 92705

(714) 617-8373

[rcarreon@higbee.law](mailto:rcarreon@higbee.law)

*Attorneys for Plaintiff Trunk Archive*

**VERIFICATION**

I certify and declare under penalty of perjury under the laws of the United States of America that I have read these Responses to Plaintiff's Interrogatories Set One and know their contents and believe, to the best of my knowledge, that such answers are true and correct.

Executed this 26 day of January 2023.

**/s/Jennifer Rockwood**

Digital Signature affixed with permission

**PROOF OF SERVICE**

I am employed in the County of Orange, State of California; I am over the age of 18 and not a party to the within action; my business address is 1504 Brookhollow Dr., Ste 112, Santa Ana, California, 92705.

On January 26, 2023, I served the foregoing document(s) described as:

**RESPONSES TO INTERROGATORIES SET ONE**

X (BY EMAIL) I caused such documents to be delivered via electronic mail to the email addresses for counsel as follows:

**Robert E. Aycock**

[robert@kimballanderson.com](mailto:robert@kimballanderson.com)

**William Chadwick**

[will@kimballanderson.com](mailto:will@kimballanderson.com)

*Attorneys for Defendants*

*Best Little Sites, LLC, Nathan Best, Mark Cassidy and Joshua Wilding*

(BY MAIL) I deposited such envelope in the mail at Santa Ana, California. The envelope was mailed with postage thereon fully prepaid and addressed to the person below:

(BY PERSONAL SERVICE) by causing a true and correct copy of the above documents to be hand delivered in sealed envelope(s) with all fees fully paid to the person(s) at the address(es) set forth below:

(BY EXPRESS MAIL) I deposited such envelope on the parties in said action via FEDEX STANDARD OVERNIGHT by placing a copy in a sealed envelope, postage pre-paid and depositing in a FedEx box at Santa Ana, California to the person(s) below:

I certify under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed on January 26, 2023, at Wilmington, Delaware.

**/s/ Ryan E. Carreon**

Ryan E. Carreon

**Exhibit I**

Mathew K. Higbee, SBN 11133  
Ryan E. Carreon, *pro hac vice*  
**HIGBEE & ASSOCIATES**  
1504 Brookhollow Drive, Suite #112  
Santa Ana, CA 92705  
(714) 617-8373  
[mhigbee@higbee.law](mailto:mhigbee@higbee.law)  
[rcarreon@higbee.law](mailto:rcarreon@higbee.law)  
*Attorneys for Plaintiff Trunk Archive*

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**IN THE UNITED STATES DISTRICT COURT**  
**FOR THE DISTRICT OF UTAH**

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GREAT BOWERY, d/b/a TRUNK  
ARCHIVE,

Plaintiff,

v.

BEST LITTLE SITES, d/b/a  
[www.comicbookmovie.com](http://www.comicbookmovie.com); NATHAN  
BEST; MARK CASSIDY; JOSHUA  
WILDING; and DOES 1 through 10,  
inclusive,

Defendants.

Case No. 2:21-cv-00567-DBB

**RESPONSES TO REQUESTS FOR  
ADMISSION, SET TWO**

Plaintiff Great Bowery d/b/a Trunk Archive (hereinafter “Responding Party”) responds to Defendants Best Little Sites, d/b/a comicbookmovie.com, Nathan Best, Mark Cassidy, and Joshua Wilding’s (“Propounding Party”) Requests For Admission as follows:

Investigation and discovery by Responding Party are continuing and are not complete. As discovery proceeds, witnesses, facts, evidence and other information may be discovered that are not set forth herein, but that may have been responsive. Facts and evidence now known may be imperfectly understood, or the relevance or consequences of such facts and evidence may be

at least one of the Production Photographs.

**RESPONSE TO REQUEST NO. 22:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit.

**REQUEST NO. 23:**

Admit that the use of the Millennium Falcon Photograph as shown in the documents produced in this litigation as COMIC\_0288-COMIC\_0291 was not authorized by Trunk Archive.

**RESPONSE TO REQUEST NO. 23:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit that Trunk Archive did not expressly authorize the use referenced, however because Disney owns the Star Wars franchise, it has blanket authorization to use the Photographs for its own purposes, including the usage referenced

**REQUEST NO. 24:**

Admit that the use of at least one of the Production Photographs as shown in the documents produced in this litigation as COMIC\_0288-COMIC\_0291 was not authorized by Trunk Archive.

**RESPONSE TO REQUEST NO. 24:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit that Trunk Archive did not expressly authorize the use referenced, however because Disney owns the Star Wars franchise, it has blanket authorization to use the Photographs for its own purposes, including the usage referenced.

**REQUEST NO. 25:**

Admit that Trunk Archive did not submit a takedown request in connection with the use contained in the documents produced in this litigation as COMIC\_0288- COMIC\_0291.

///

**RESPONSE TO REQUEST NO. 25:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit.

**REQUEST NO. 26:**

Admit that Trunk Archive has not received licensing royalty revenue in connection with the use contained in the documents produced in this litigation as COMIC\_0288- COMIC\_0291.

**RESPONSE TO REQUEST NO. 26:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit because Disney owns the Star Wars franchise and therefore has authorization to use the Photographs for its own purposes without paying an additional royalty.

**REQUEST NO. 27:**

Admit that the documents produced in this litigation as COMIC\_0292- COMIC\_0294 contain the Millennium Falcon Photograph.

**RESPONSE TO REQUEST NO. 27:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit.

**REQUEST NO. 28:**

Admit that the document produced in this litigation as COMIC\_0292-COMIC\_0294 contain at least one of the Production Photographs.

**RESPONSE TO REQUEST NO. 28:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit.

///

**REQUEST NO. 29:**

Admit that the use of the Millennium Falcon Photograph as shown in the documents produced in this litigation as COMIC\_0292-COMIC\_0294 was not authorized by Trunk Archive.

**RESPONSE TO REQUEST NO. 29:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit that Trunk Archive did not expressly authorize the use referenced, however because Disney owns the Star Wars franchise, it has blanket authorization to use the Photographs for its own purposes, including the usage referenced.

**REQUEST NO. 30:**

Admit that the use of at least one of the Production Photographs as shown in the documents produced in this litigation as COMIC\_0292-COMIC\_0294 was not authorized by Trunk Archive.

**RESPONSE TO REQUEST NO. 30:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit that Trunk Archive did not expressly authorize the use referenced, however because Disney owns the Star Wars franchise, it has blanket authorization to use the Photographs for its own purposes, including the usage referenced.

**REQUEST NO. 31:**

Admit that Trunk Archive did not submit a takedown request in connection with the use contained in the documents produced in this litigation as COMIC\_0292-COMIC\_0294.

**RESPONSE TO REQUEST NO. 31:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit.

**REQUEST NO. 32:**

Admit that Trunk Archive has not received licensing royalty revenue in connection with

the use contained in the documents produced in this litigation as COMIC\_0292-COMIC\_0294.

**RESPONSE TO REQUEST NO. 32:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit because Disney owns the Star Wars franchise and therefore has authorization to use the Photographs for its own purposes without paying an additional royalty.

**REQUEST NO. 33:**

Admit that the documents produced in this litigation as COMIC\_0295-COMIC\_0296 contain the Lightsaber Photograph.

**RESPONSE TO REQUEST NO. 33:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit.

**REQUEST NO. 34:**

Admit that the use of the Lightsaber Photograph as shown in the documents produced in this litigation as COMIC\_0295-COMIC\_0296 was not authorized by Trunk Archive.

**RESPONSE TO REQUEST NO. 34:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit that Trunk Archive did not expressly authorize the use referenced, however Conde Nast as the publisher of *Vanity Fair* authorized the usage referenced.

**REQUEST NO. 35:**

Admit that Trunk Archive did not submit a takedown request in connection with the use contained in the documents produced in this litigation as COMIC\_0295- COMIC\_0296.

**RESPONSE TO REQUEST NO. 35:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit.

**REQUEST NO. 36:**

Admit that Trunk Archive has not received licensing royalty revenue in connection with the use contained in the documents produced in this litigation as COMIC\_0295-COMIC\_0296.

**RESPONSE TO REQUEST NO. 36:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit because the usage referenced was the result of a license purchased directly from Trunk Archive.

**REQUEST NO. 37:**

Admit that the documents produced in this litigation as COMIC\_0305 contain the Millennium Falcon Photograph.

**RESPONSE TO REQUEST NO. 37:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit.

**REQUEST NO. 38:**

Admit that the documents produced in this litigation as COMIC\_0305 contain at least one of the Production Photographs.

**RESPONSE TO REQUEST NO. 38:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit.

**REQUEST NO. 39:**

Admit that the documents produced in this litigation as COMIC\_0305 contain the Millennium Falcon Photograph.

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**RESPONSE TO REQUEST NO. 39:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit.

**REQUEST NO. 40:**

Admit that the documents produced in this litigation as COMIC\_0305 contain at least one of the Production Photographs.

**RESPONSE TO REQUEST NO. 40:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit.

**REQUEST NO. 41:**

Admit that the use of the Millennium Falcon Photograph as shown in the documents produced in this litigation as COMIC\_0305 was not authorized by Trunk Archive.

**RESPONSE TO REQUEST NO. 41:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit that Trunk Archive did not expressly authorize the use referenced, however Conde Nast as the publisher of *Vanity Fair* authorized the usage referenced.

**REQUEST NO. 42:**

Admit that the use of at least one of the Production Photographs as shown in the documents produced in this litigation as COMIC\_0305 was not authorized by Trunk Archive.

**RESPONSE TO REQUEST NO. 42:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit that Trunk Archive did not expressly authorize the use referenced, however Conde Nast as the publisher of *Vanity Fair* authorized the usage referenced.

**REQUEST NO. 43:**

Admit that Trunk Archive did not submit a takedown request in connection with the use contained in the documents produced in this litigation as COMIC\_0305.

**RESPONSE TO REQUEST NO. 43:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit.

**REQUEST NO. 44:**

Admit that Trunk Archive has not received licensing royalty revenue in connection with the use contained in the documents produced in this litigation as COMIC\_0305.

**RESPONSE TO REQUEST NO. 44:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit because the usage referenced was the result of a license purchased directly from Trunk Archive.

**REQUEST NO. 45:**

Admit that the documents produced in this litigation as COMIC\_0306- COMIC\_0308 contain the Millennium Falcon Photograph.

**RESPONSE TO REQUEST NO. 45:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit.

**REQUEST NO. 46:**

Admit that the documents produced in this litigation as COMIC\_0306- COMIC\_0308 contain at least one of the Production Photographs.

**RESPONSE TO REQUEST NO. 46:**

Responding Party incorporates by reference the General Responses and Objections as set

forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit.

**REQUEST NO. 47:**

Admit that the use of the Millennium Falcon Photograph as shown in the documents produced in this litigation as COMIC\_0306-COMIC\_0308 was not authorized by Trunk Archive.

**RESPONSE TO REQUEST NO. 47:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit that Trunk Archive did not expressly authorize the use referenced, however because Disney owns the Star Wars franchise, it has blanket authorization to use the Photographs for its own purposes, including the usage referenced.

**REQUEST NO. 48:**

Admit that the use of at least one of the Production Photographs as shown in the documents produced in this litigation as COMIC\_0306-COMIC\_0308 was not authorized by Trunk Archive.

**RESPONSE TO REQUEST NO. 48:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit that Trunk Archive did not expressly authorize the use referenced, however because Disney owns the Star Wars franchise, it has blanket authorization to use the Photographs for its own purposes, including the usage referenced.

**REQUEST NO. 49:**

Admit that Trunk Archive did not submit a takedown request in connection with the use contained in the documents produced in this litigation as COMIC\_0306- COMIC\_0308.

**RESPONSE TO REQUEST NO. 49:**

Responding Party incorporates by reference the General Responses and Objections as set forth herein. Without waiving the forgoing objection, Responding Party responds as follows:

Admit.

Dated: March 10, 2023,

Respectfully submitted,

**/s/ Mathew K. Higbee**

Mathew K. Higbee, SBN 11133

**HIGBEE & ASSOCIATES**

1504 Brookhollow Drive, Suite #112

Santa Ana, CA 92705

(714) 617-8373

[mhigbee@higbee.law](mailto:mhigbee@higbee.law)

**/s/ Ryan E. Carreon**

Ryan E. Carreon, *pro hac vice*

**HIGBEE & ASSOCIATES**

1504 Brookhollow Drive, Suite #112

Santa Ana, CA 92705

(714) 617-8373

[rcarreon@higbee.law](mailto:rcarreon@higbee.law)

*Attorneys for Plaintiff Trunk Archive*

**PROOF OF SERVICE**

I am employed in the County of Orange, State of California; I am over the age of 18 and not a party to the within action; my business address is 1504 Brookhollow Dr., Ste 112, Santa Ana, California, 92705.

On March 10, 2023, I served the foregoing document(s) described as:

**RESPONSES TO REQUESTS FOR ADMISSION SET TWO**

X (BY EMAIL) I caused such documents to be delivered via electronic mail to the email addresses for counsel as follows:

**Robert E. Aycock**

[robert@kimballanderson.com](mailto:robert@kimballanderson.com)

**William Chadwick**

[will@kimballanderson.com](mailto:will@kimballanderson.com)

*Attorneys for Defendants*

*Best Little Sites, LLC, Nathan Best, Mark Cassidy and Joshua Wilding*

(BY MAIL) I deposited such envelope in the mail at Santa Ana, California. The envelope was mailed with postage thereon fully prepaid and addressed to the person below:

(BY PERSONAL SERVICE) by causing a true and correct copy of the above documents to be hand delivered in sealed envelope(s) with all fees fully paid to the person(s) at the address(es) set forth below:

(BY EXPRESS MAIL) I deposited such envelope on the parties in said action via FEDEX STANDARD OVERNIGHT by placing a copy in a sealed envelope, postage pre-paid and depositing in a FedEx box at Santa Ana, California to the person(s) below:

I certify under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed on March 10, 2023, at Wilmington, Delaware.

**/s/ Ryan E. Carreon**

Ryan E. Carreon

**Exhibit J**

**Higbee & Associates**  
A NATIONAL LAW FIRM

March 13, 2019,  
Re: Claim Number: 529504 FRE 408 Settlement Communication

Dear Nathan Best,

Copyrighted work(s) owned by our client, Trunk Archive, were identified on ComicBookMovie.com website(s) (see attached screenshots). Unfortunately, we are unable to find any record of a license for such use. If you have a license, thank you for purchasing it. Please provide us the details at [claims@higbeeassociates.com](mailto:claims@higbeeassociates.com) with the claim number (529504) included. Once we receive the license, we will close the claim and apologize for the brief intrusion.

Also, if you are a non-commercial entity (meaning you do not derive income from the website) or if you do not do business in the US, please simply let us know as you are probably receiving this letter in error.

The unauthorized use of our client's work deprives them of income and causes them to incur substantial costs in detection and enforcement.

If ComicBookMovie.com does not have a license, we believe the use of the work is a violation of The Copyright Act, Title 17 of the United States Code. My client has no desire to put you through any of the following, but I have an obligation to caution you about the seriousness of the matter. If forced to go to court to resolve the matter, my client will ask for the maximum justifiable damages. My client may also ask the court to order ComicBookMovie.com to pay their attorneys fees and court costs. Copyright lawsuits can result in judgments, wage garnishments and liens on property. In some instances, the business owner can be held individually liable. Please see the enclosed relevant section of the law and sources of additional information.

Trunk Archive would prefer to resolve this matter outside of court and is willing to offer a complete release of all liability associated with this image for \$8000. This offer is made based on rather limited information available to Trunk Archive.

If you think this amount is disproportionate to the facts, please provide us with details about how long you used the work, the size of your business, any other ways the work was used, and any other details you deem relevant. Also provide a counteroffer for us to provide to Trunk Archive. We can be reached by email at [claims@higbeeassociates.com](mailto:claims@higbeeassociates.com) or by phone at 800-716-1245. You may also wish to have an attorney contact us.

The overwhelming majority of these types of claims get resolved in a fair and efficient manner. However, without your cooperation, our only option is to litigate the matter, which we frequently do, so please do not make the mistake of ignoring this. If this matter is litigated, the demand amount will likely quadruple or more, and then you will likely also have to pay attorneys fees. If you have general business liability insurance, you may wish to contact your provider.

**If we do not hear from you within 10 days, we will assume that you do not have a license and that you do not want to resolve this matter outside of court.**

If you wish to simply resolve this claim without contacting us, you can view details of the claim and make a payment at the URL provided.

To resolve this matter efficiently and amicably out of court, please follow these steps:

(1) Within five business days after receipt of this letter, remove all occurrences of the image from your website(s), cease using it in any way, and confirm in writing that you have done so.

**AND**

(2) Within seven business days after receipt of this letter, return to our firm the attached Release License, along with your payment in the form of a valid cashier's check or money order for **\$8000** payable to **Higbee & Associates Client Trust Account**. This can be returned to us via US Mail. You can also pay over the phone or online at <http://copyright.higbeeassociates.com/resolution>. Your login is 529504. Your password is depkko85. If you choose to make your payment online, you can return the Release License via email to [claims@higbeeassociates.com](mailto:claims@higbeeassociates.com). Please include the case number (529504) in the subject line.

Please feel free to call or email us to discuss this matter, 800-716-1245 or send an email to [claims@higbeeassociates.com](mailto:claims@higbeeassociates.com)

Sincerely,



Mathew K. Higbee  
Attorney at Law

## EXHIBIT A



### Infringing webpages:

- [https://www.comicbookmovie.com/sci-fi/star\\_wars/spoilers-star-wars-the-last-jedi-5-characters-who-are-probably-not-reys-parents-a155984](https://www.comicbookmovie.com/sci-fi/star_wars/spoilers-star-wars-the-last-jedi-5-characters-who-are-probably-not-reys-parents-a155984)
- [https://www.comicbookmovie.com/sci-fi/star\\_wars/stunning-star-wars-the-last-jedi-pics-provide-first-looks-at-benicio-del-toro-laura-derns-characters-a151371](https://www.comicbookmovie.com/sci-fi/star_wars/stunning-star-wars-the-last-jedi-pics-provide-first-looks-at-benicio-del-toro-laura-derns-characters-a151371)

### Infringing file locations:

- <https://fsmedia.imgix.net/c9/56/86/40/dd19/45bb/898f/4686b303d741/rey-will-definitely-wield-the-skywalker-saber-for-at-least-some-of-the-last-jedi.jpeg>
- [http://media.vanityfair.com/photos/5924578952a3f44dc6f3a8a5/master/w\\_1440,c\\_limit/star-wars-portfolio-06-2017-ss02.jpg](http://media.vanityfair.com/photos/5924578952a3f44dc6f3a8a5/master/w_1440,c_limit/star-wars-portfolio-06-2017-ss02.jpg)

Infringing images and screenshots are shown below. You can receive copies of these images via email by sending a request to [infringements@higbeeassociates.com](mailto:infringements@higbeeassociates.com). The email must include the case number (529504) in the subject line.





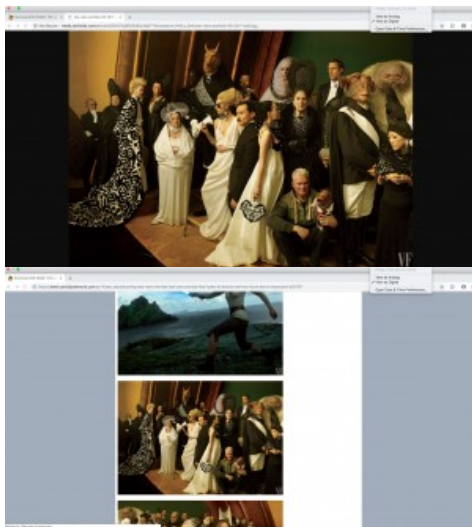
**EXHIBIT B****Infringing webpages:**

- [https://www.comicbookmovie.com/sci-fi/star\\_wars/stunning-star-wars-the-last-jedi-pics-provide-first-looks-at-benicio-del-toro-laura-derns-characters-a151371](https://www.comicbookmovie.com/sci-fi/star_wars/stunning-star-wars-the-last-jedi-pics-provide-first-looks-at-benicio-del-toro-laura-derns-characters-a151371)

**Infringing file locations:**

- [http://media.vanityfair.com/photos/5924578a9658080c3abf711b/master/w\\_1440,c\\_limit/star-wars-portfolio-06-2017-ss05.jpg](http://media.vanityfair.com/photos/5924578a9658080c3abf711b/master/w_1440,c_limit/star-wars-portfolio-06-2017-ss05.jpg)

Infringing images and screenshots are shown below. You can receive copies of these images via email by sending a request to [infringements@higbeeassociates.com](mailto:infringements@higbeeassociates.com). The email must include the case number (529504) in the subject line.



## EXHIBIT C



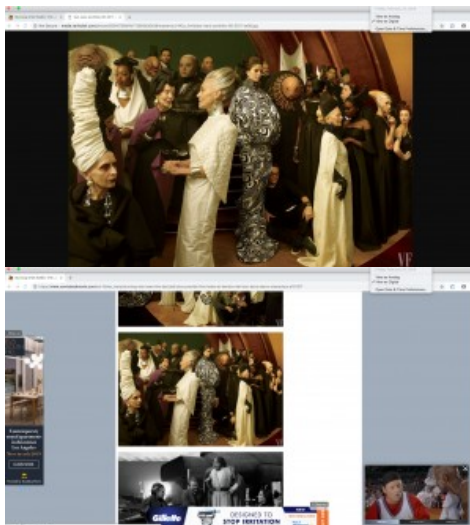
### Infringing webpages:

- [https://www.comicbookmovie.com/sci-fi/star\\_wars/stunning-star-wars-the-last-jedi-pics-provide-first-looks-at-benicio-del-toro-laura-derns-characters-a151371](https://www.comicbookmovie.com/sci-fi/star_wars/stunning-star-wars-the-last-jedi-pics-provide-first-looks-at-benicio-del-toro-laura-derns-characters-a151371)

### Infringing file locations:

- [http://media.vanityfair.com/photos/59245798dffe772993b30b39/master/w\\_1440,c\\_limit/star-wars-portfolio-06-2017-ss06.jpg](http://media.vanityfair.com/photos/59245798dffe772993b30b39/master/w_1440,c_limit/star-wars-portfolio-06-2017-ss06.jpg)

Infringing images and screenshots are shown below. You can receive copies of these images via email by sending a request to [infringements@higbeeassociates.com](mailto:infringements@higbeeassociates.com). The email must include the case number (529504) in the subject line.



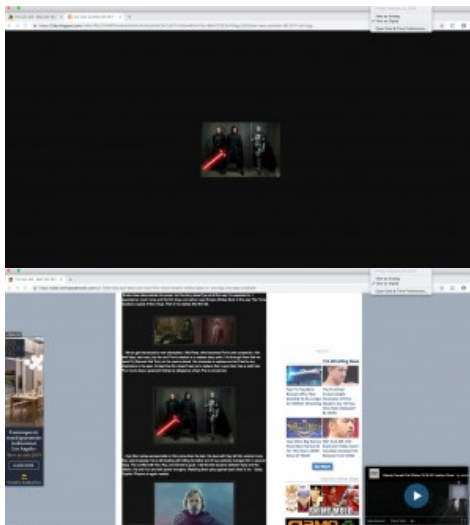
**EXHIBIT D****Infringing webpages:**

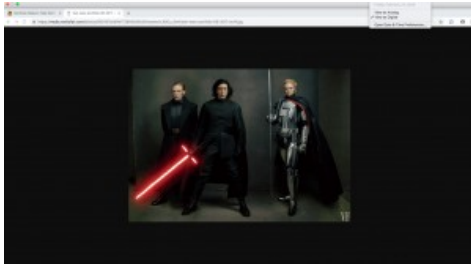
- <https://www.comicbookmovie.com/sci-fi/the-last-jedi-best-star-wars-film-since-empire-strikes-back-or-one-big-mis-step-a156309>
- [https://www.comicbookmovie.com/sci-fi/star\\_wars/domhnall-gleeson-talks-working-with-rian-johnson-on-the-last-jedi-and-jj-abrams-returning-for-episode-ix-a154147](https://www.comicbookmovie.com/sci-fi/star_wars/domhnall-gleeson-talks-working-with-rian-johnson-on-the-last-jedi-and-jj-abrams-returning-for-episode-ix-a154147)

**Infringing file locations:**

- [https://3.bp.blogspot.com/-uNlui7fM\\_OY/Wi9PXtuNs4I/AAAAAAAAAGzA/Nc73rfTu5CYH1h5w46VzMTIpLrBMr12FQCEwYBhgL/s320/star-wars-portfolio-06-2017-ss14.jpg](https://3.bp.blogspot.com/-uNlui7fM_OY/Wi9PXtuNs4I/AAAAAAAAAGzA/Nc73rfTu5CYH1h5w46VzMTIpLrBMr12FQCEwYBhgL/s320/star-wars-portfolio-06-2017-ss14.jpg)
- [https://media.vanityfair.com/photos/592457a5dffe772993b30b3f/master/w\\_900,c\\_limit/star-wars-portfolio-06-2017-ss14.jpg](https://media.vanityfair.com/photos/592457a5dffe772993b30b3f/master/w_900,c_limit/star-wars-portfolio-06-2017-ss14.jpg)

Infringing images and screenshots are shown below. You can receive copies of these images via email by sending a request to [infringements@higbeeassociates.com](mailto:infringements@higbeeassociates.com). The email must include the case number (529504) in the subject line.





**Registration #:** VA0002056929  
**Service Request #:** 1-3464482531

AL STUDIO LLC  
Laura Cali  
405 W 14th Street  
3rd Floor  
New York, NY 10014 United States



\*0000V/A00020569290301\*

## Certificate of Registration

of 104



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Acting United States Register of Copyrights and Director

Registration Number

**VA 2-056-929**

Effective Date of Registration:

October 17, 2016

## Title

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**Title of Work:** Vanity Fair, 2015

**Previous or Alternate Title:** Group Registration of published photographs: 39 photos; publication dates range 3/01/2015 - 12/01/2015.

**Content Title:** Amy Adams, Channing Tatum, Reese Witherspoon, Eddie Redmayne, Felicity Jones, David Oyelowo, Benedict Cumberbatch, Sienna Miller, Oscar Isaac and Miles Teller, Los Angeles, 2014 (approx. March 1, 2015)

Evan Spiegel, Michael Bloomberg and Jonathan Ive, San Francisco, California, 2014 (approx. March 1, 2015)

Yuri Milner, David Zaslav, Richard Plepler, Elon Musk, Andrew Ross Sorkin, General Keith Alexander John Haring, Kevin Mandia, John Doerr, Senator Rand Paul, Jonah Pertti, Kara Swisher, Shane Smith, David Carr, Jenji Kohan, Matthew Weiner, Robert King, Michelle King, Mike Judge, Preet Bharara, San Francisco, California, 2014 (approx. March 1, 2015)

Mayor Edwin Lee, Amanda Burden, Jeremy Stoppelman, Tony Hsieh, Senator Kirsten Gillibrand, Kamala Harris, Katie Couric, Mellody Hobson, George Lucas, Irving Azoff, Tom Freston, Daniel Ek, Rem Koolhaas, Tony Fadell, Susan Wojcicki, Anne Wojcicki, Jack Dorsey, San Francisco, California, 2014 (approx. March 1, 2015)

Eric Schmidt, Bob Woodward, Astro Teller, Max Levchin, Jessica Lessin, Gwynne Shotwell, Emily Chang, Brian Chesky, Ben Silbermann, Sophia Amoruso, Bob Iger, Marc Andreessen, Laura Arrillaga-Andreessen, Reed Hastings, Jane Stoddard, Sal Khan, Walter Isaacson, Graydon Carter, Jonathan Ive, San Francisco, California, 2014 (approx. March 1, 2015)

Scott Aukerman, Mike Farah, Nick Kroll, Whitney Cummings, Dick Costolo, Judd Apatow and Kumail Najiani, San Francisco, California, 2014 (approx. March 1, 2015)

Julie Andrews and Christopher Plummer, New York City, 2014 (approx. March 1, 2015)

Lord Jacob Rothschild and David Rockefeller, New York City, 2014 (approx. April 1, 2015)

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**Year of Completion:** 2015  
**Date of 1st Publication:** March 01, 2015  
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**International Standard Number:** ISSN 0733-8899

## Author

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- Author:** Annie Leibovitz  
**Author Created:** photograph  
**Work made for hire:** No  
**Citizen of:** United States  
**Year Born:** 1949

## Copyright Claimant

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**Copyright Claimant:** Annie Leibovitz  
405 W 14th Street, 3rd Floor, New York, NY, 10014, United States

## Certification

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**Name:** Laura Cali  
**Date:** October 14, 2016

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\*0000VA00020569290303\*

**Registration #:** VA0002056929  
**Service Request #:** 1-3464482531

AL STUDIO LLC  
Laura Cali  
405 W 14th Street  
3rd Floor  
New York, NY 10014 United States



\*0000V A00020569290301\*

## Certificate of Registration

of 104



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Acting United States Register of Copyrights and Director

Registration Number

**VA 2-056-929**

Effective Date of Registration:

October 17, 2016

## Title

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**Title of Work:** Vanity Fair, 2015

**Previous or Alternate Title:** Group Registration of published photographs: 39 photos; publication dates range 3/01/2015 - 12/01/2015.

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## Certification

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**Name:** Laura Cali  
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\*0000VA00020569290303\*

**Registration #:** VA0002056929  
**Service Request #:** 1-3464482531

AL STUDIO LLC  
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**Name:** Laura Cali  
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\*0000VA00020569290303\*

**Higbee & Associates**

A NATIONAL LAW FIRM

**Mathew Higbee:** CA # 241380, MI # P73980, MN # 0388759, NV # 11158, OR # 106514, UT # 11133, WA # 42755, TX # 24076924, IL # 6319929, OH #0094107 \*

**Ray Ngo:** UT # 11936, NY # 4780706

**Melissa Higbee:** CA # 247998, AZ # 024644, FL # 62465, PA # 322114, NJ # 030812012, TN # 034677

**Theodore Sell:** CO # 44157

**Taryn Murray:** MA

**Naomi Sarega:** CA # 306967, IN # 34182-49 \*

\* Multiple additional federal courts

## LETTER OF REPRESENTATION POWER OF ATTORNEY

RE: Great Bowery, Inc. dba Trunk Archive

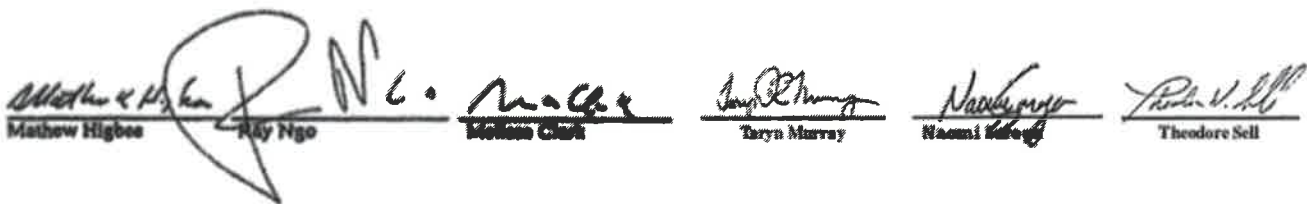
To Whom It May Concern:

Please be advised that the Law Firm of Higbee & Associates has been retained by Great Bowery, Inc. dba Trunk Archive regarding a copyright infringement matter. As such, we have been appointed as attorney in fact with full power and authority in determining the validity of the above matter and assist in any negotiation, settlement, and payment. We are further authorized to pursue any legal remedies available to our client as a result of this matter. Any attorney, staff member or agent of Higbee & Associates is hereby authorized to discuss any effort to settle and resolve the above matter.

Effective immediately, all communication (mail, phone, electronic or otherwise) regarding the above matter must be forwarded to Higbee & Associates at:

Higbee & Associates  
1504 Brookhollow Drive, Suite 112  
Santa Ana, CA 92705  
(714) 617-8385 Telephone

Sincerely,




Mathew Higbee   Ray Ngo   Melissa Clark   Taryn Murray   Naomi Sarega   Theodore Sell

The undersigned have retained Higbee & Associates and grant full power and authority as described above.

Date: 1/18/2019

Client: Great Bowery, Inc. dba Trunk Archive

Signature: 

### **RELEASE AND SETTLEMENT AGREEMENT**

This RELEASE AND SETTLEMENT AGREEMENT ("Agreement") is entered into on March 13, 2019 ("Effective Date") by and between Trunk Archive("RELEASOR") and ComicBookMovie.com ("RELEASEE") (the "Parties" or individually the "Party").

The Parties agree as follows:

1. The Parties acknowledge and agree that this Agreement is made in resolution to the RELEASEE's alleged unlicensed use of image(s) referenced in the Exhibit(s) below ("Images").
2. RELEASOR hereby represents and warrants that it has the exclusive rights in the settlement and resolution of the claims related to the alleged unlicensed use of the copyrighted Images.
3. In consideration of the release and other consideration granted herein, RELEASEE will pay to RELEASOR the sum of \$8,000.00 by March 13, 2019. Upon Payment in full, RELEASOR will release RELEASEE from all copyright claims arising out of the use of the Images through the Effective Date.
4. Payment shall be made payable to "Higbee & Associates Client Trust Account" and delivered to 1504 Brookhollow Dr., Suite 112, Santa Ana, CA 92705. Payment may also be made online at <http://copyright.higbeeassociates.com/resolution>

### **ADDITIONAL TERMS AND CONDITIONS**

5. Except for the agreements, obligations, and covenants arising under this Agreement, the Parties will release the other party from any and all claims arising from the use of the Images.
6. The Parties acknowledge that all terms of this Agreement are supported by legally sufficient consideration so as to make this Agreement binding and valid.
7. The terms of this Agreement are confidential; provided however, that each Party may disclose the terms of this Agreement, as necessary to enforce its terms, in response to valid legal process or as otherwise required by law, and/or to its financial advisors and/or legal advisors.
8. The Parties warrant that they have read and understand the provisions of this Agreement and have full authority to execute and consummate the transactions contemplated by this Agreement.
9. This Agreement may not be modified or amended except by written agreement, signed by all Parties.
10. This Agreement, along with its terms and conditions will be binding upon and inure to the benefit of each of the Parties and to their heirs, executors, administrators, successors in interest and assigns.
11. The Parties acknowledge that if any provision or application of this Agreement is held invalid or unenforceable then any such provision will be deemed severed from this Agreement and the remaining provisions and applications of this Agreement will not be affected, but will remain valid and enforceable.
12. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles, notwithstanding the fact that one or more counterparts hereof may be executed outside of such state, or one or more of the obligations of the Parties hereunder are to be performed outside of such state. Any suit, action or proceeding to determine, construe or enforce any provision of this Agreement, or the rights of any party hereunder, will be brought in the State of California, and the Parties agree that jurisdiction will lie therein.
13. If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement, or to interpret or enforce any rights under this Agreement, the prevailing party is entitled to recover reasonable costs and attorney's fees from the other party.

14. Payments that are received more than 5 calendar days late will be accessed a \$40 late fee. Additionally, an interest rate based on a 15% annual will be charged on overdue balances after 30 days.

15. This Agreement constitutes and contains the entire agreement between the Parties with respect to the alleged unlicensed use referred to in this Agreement and there are no other agreements, understandings or representations with respect to this subject matter, which are not expressly set forth herein.

16. This Agreement can be signed in counterparts.

---

Nathan Best  
On Behalf of  
RELEASEE(s) ComicBookMovie.com

---

Date



---

Mathew K. Higbee, Esq.  
on Behalf of Licensor(s)  
Trunk Archive

March 13, 2019

---

Date

**CREDIT CARD PAYMENT AUTHORIZATION FORM**

The Law Firm of Higbee & Associates offers interest-free payment plans through our automated billing system. Sign and complete this form to authorize the Law Firm of Higbee & Associates to make the agreed upon credit or debit card or ACH payments. RELEASEE agrees to pay the settlement amount of \$8,000.00 in 1 automatic payment.

By signing this form you give us permission to bill your credit/debit card or bank account for the amount indicated on the dates above plus any additional fees, penalties, or interest charges which have accrued in accordance with the Release and Settlement Agreement ("Settlement Agreement"). This is permission for all transactions related to the Settlement Agreement, and does not provide authorization for any additional unrelated charges.

Please complete the information below:

PAYMENT METHOD (Please Choose One & Provide Requested Information):

**CREDIT CARD**

Name as it Appears on Card: \_\_\_\_\_

Credit Card #: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CCV (Security Code): \_\_\_\_\_

Billing Address: \_\_\_\_\_

**ACH / DIRECT DEPOSIT**

Name on the Account: \_\_\_\_\_

Account Type: ☐ Savings ☐ Checking

Account #: \_\_\_\_\_

Routing #: \_\_\_\_\_

Bank Name: \_\_\_\_\_

I hereby authorize The Law Firm of Higbee and Associates to automatically bill my account on the dates indicated in the payment plan above.

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only, and is valid for the specified use only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

**Exhibit K**

**From:** <nate@bestlittlesites.com>  
**Subject:** Re: Case #529504  
**Date:** March 27, 2019 at 2:21:24 PM PDT  
**To:** <claims@higbeeassociates.com>

To whom it may concern,

We take copyright and trademark claims seriously and appreciate your reaching out to us regarding this claim. Although we did not receive the copyright notice or takedown request through the normal channels, we have treated your letter as "Take Down Request" and have removed the image(s) referenced in your letter from the post(s) located at:

- [https://www.comicbookmovie.com/sci-fi/star\\_wars/stunning-star-wars-the-last-jedi-pics-provide-first-looks-at-benicio-del-toro-laura-derns-characters-a151371](https://www.comicbookmovie.com/sci-fi/star_wars/stunning-star-wars-the-last-jedi-pics-provide-first-looks-at-benicio-del-toro-laura-derns-characters-a151371)
- [https://www.comicbookmovie.com/sci-fi/star\\_wars/domhnall-gleeson-talks-working-with-rian-johnson-on-the-last-jedi-and-jj-abrams-returning-for-episode-ix-a154147](https://www.comicbookmovie.com/sci-fi/star_wars/domhnall-gleeson-talks-working-with-rian-johnson-on-the-last-jedi-and-jj-abrams-returning-for-episode-ix-a154147)
- [https://www.comicbookmovie.com/sci-fi/star\\_wars/spoilers-star-wars-the-last-jedi-5-characters-who-are-probably-not-reys-parents-a155984](https://www.comicbookmovie.com/sci-fi/star_wars/spoilers-star-wars-the-last-jedi-5-characters-who-are-probably-not-reys-parents-a155984)
- <https://www.comicbookmovie.com/sci-fi/the-last-jedi-best-star-wars-film-since-empire-strikes-back-or-one-big-mis-step-a156309>

Please note that we have done so in good faith whilst the claims of ownership are in question due to several factors including, but not limited to, the images being released by the studio to promote the film via Vanity Fair, the transformation nature of the images from the original photos (which we believe is what the claimant has registered for copyright protection), etc.

Also note that the images referenced appear to be hosted by 3rd party web sites, which are not owned or operated by us. Because of this, we are unable to remove the images from those servers. You will need to reach out to them directly for removal.

We believe this satisfies any copyright requirements on our side due to the fact that ComicBookMovie.com's content is user-generated, that it is registered with and complies with the Digital Millennium Copyright Act (DMCA), as well as being protected under "Safe Harbor" provisions (information which is listed on ever post on ComicBookMovie.com, as well as on the Trademark and Copyright policy pages).

We appreciate you reaching out to have this issue resolved. Please let us know if there's anything else we can do, or if you would like me to refer you to our attorneys at Pia Anderson Moss Hoyt.

**Nathan Best**

Owner – Best Little Sites LLC  
639 E 720 N, Lindon, UT 84042

[Nate@BestLittleSites.com](mailto:Nate@BestLittleSites.com)

(801) 836-6327

[ComicBookMovie.com](http://ComicBookMovie.com), [AnimeMojo.com](http://AnimeMojo.com), [GameFragger.com](http://GameFragger.com), [TheRingReport.com](http://TheRingReport.com), [Toonado.com](http://Toonado.com)

**Exhibit L**



April 10, 2019,  
Re: Claim Number: 529504 FRE 408 Settlement Communication

Dear Nathan Best,

Copyrighted work(s) owned by our client, Trunk Archive, were identified on ComicBookMovie.com website(s) (see attached screenshots). Unfortunately, we are unable to find any record of a license for such use. If you have a license, thank you for purchasing it. Please provide us the details at [claims@higbeeassociates.com](mailto:claims@higbeeassociates.com) with the claim number (529504) included. Once we receive the license, we will close the claim and apologize for the brief intrusion.

The unauthorized use of our client's work deprives them of income and causes them to incur substantial costs in detection and enforcement.

If ComicBookMovie.com does not have a license, we believe the use of the work is a violation of The Copyright Act, Title 17 of the United States Code. My client has no desire to put you through any of the following, but I have an obligation to caution you about the seriousness of the matter. If forced to go to court to resolve the matter, my client will ask for the maximum justifiable damages. My client may also ask the court to order ComicBookMovie.com to pay their attorneys fees and court costs. Copyright lawsuits can result in judgments, wage garnishments and liens on property. In some instances, the business owner can be held individually liable. Please see the enclosed relevant section of the law and sources of additional information.

Trunk Archive would prefer to resolve this matter outside of court and is willing to offer a complete release of all liability associated with this image for \$12000. This offer is made based on rather limited information available to Trunk Archive.

If you think this amount is disproportionate to the facts, please provide us with details about how long you used the work, the size of your business, any other ways the work was used, and any other details you deem relevant. Also provide a counteroffer for us to provide to Trunk Archive. We can be reached by email at [claims@higbeeassociates.com](mailto:claims@higbeeassociates.com) or by phone at 800-716-1245. You may also wish to have an attorney contact us.

The overwhelming majority of these types of claims get resolved in a fair and efficient manner. However, without your cooperation, our only option is to litigate the matter, which we frequently do, so please do not make the mistake of ignoring this. If this matter is litigated, the demand amount will likely quadruple or more, and then you will likely also have to pay attorneys fees. If you have general business liability insurance, you may wish to contact your provider.

**If we do not hear from you within 10 days, we will assume that you do not have a license and that you do not want to resolve this matter outside of court.**

If you wish to simply resolve this claim without contacting us, you can view details of the claim and make a payment at the URL provided.

To resolve this matter efficiently and amicably out of court, please follow these steps:



(1) Within five business days after receipt of this letter, remove all occurrences of the image from your website(s), cease using it in any way, and confirm in writing that you have done so.

**AND**

(2) Within seven business days after receipt of this letter, return to our firm the attached Release License, along with your payment of **\$12000** made payable to **Higbee & Associates Client Trust Account**. This can be returned to us via US Mail. You can also pay over the phone or online at <http://copyright.higbeeassociates.com/resolution>. Your login is 529504. Your password is depkko85. If you choose to make your payment online, you can return the Release License via email to [claims@higbeeassociates.com](mailto:claims@higbeeassociates.com). Please include the case number (529504) in the subject line.

Please feel free to call or email us to discuss this matter, 800-716-1245 or send an email to [claims@higbeeassociates.com](mailto:claims@higbeeassociates.com)

Sincerely,

Mathew K. Higbee  
Attorney at Law

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## EXHIBIT A



### Infringing webpages:

- [https://www.comicbookmovie.com/sci-fi/star\\_wars/spoilers-star-wars-the-last-jedi-5-characters-who-are-probably-not-reys-parents-a155984](https://www.comicbookmovie.com/sci-fi/star_wars/spoilers-star-wars-the-last-jedi-5-characters-who-are-probably-not-reys-parents-a155984)
- [https://www.comicbookmovie.com/sci-fi/star\\_wars/stunning-star-wars-the-last-jedi-pics-provide-first-looks-at-benicio-del-toro-laura-derns-characters-a151371](https://www.comicbookmovie.com/sci-fi/star_wars/stunning-star-wars-the-last-jedi-pics-provide-first-looks-at-benicio-del-toro-laura-derns-characters-a151371)

### Infringing file locations:

- <https://fsmedia.imgix.net/c9/56/86/40/dd19/45bb/898f/4686b303d741/rey-will-definitely-wield-the-skywalker-saber-for-at-least-some-of-the-last-jedi.jpeg>
- [http://media.vanityfair.com/photos/5924578952a3f44dc6f3a8a5/master/w\\_1440,c\\_limit/star-wars-portfolio-06-2017-ss02.jpg](http://media.vanityfair.com/photos/5924578952a3f44dc6f3a8a5/master/w_1440,c_limit/star-wars-portfolio-06-2017-ss02.jpg)

Infringing images and screenshots are shown below. You can receive copies of these images via email by sending a request to [infringements@higbeeassociates.com](mailto:infringements@higbeeassociates.com). The email must include the case number (529504) in the subject line.



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## EXHIBIT B



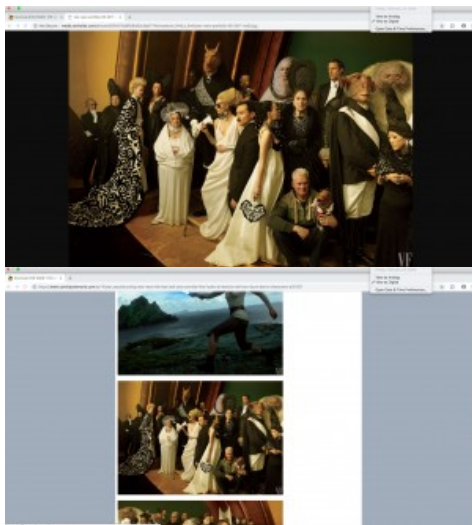
### Infringing webpages:

- [https://www.comicbookmovie.com/sci-fi/star\\_wars/stunning-star-wars-the-last-jedi-pics-provide-first-looks-at-benicio-del-toro-laura-derns-characters-a151371](https://www.comicbookmovie.com/sci-fi/star_wars/stunning-star-wars-the-last-jedi-pics-provide-first-looks-at-benicio-del-toro-laura-derns-characters-a151371)

### Infringing file locations:

- [http://media.vanityfair.com/photos/5924578a9658080c3abf711b/master/w\\_1440,c\\_limit/star-wars-portfolio-06-2017-ss05.jpg](http://media.vanityfair.com/photos/5924578a9658080c3abf711b/master/w_1440,c_limit/star-wars-portfolio-06-2017-ss05.jpg)

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## EXHIBIT C



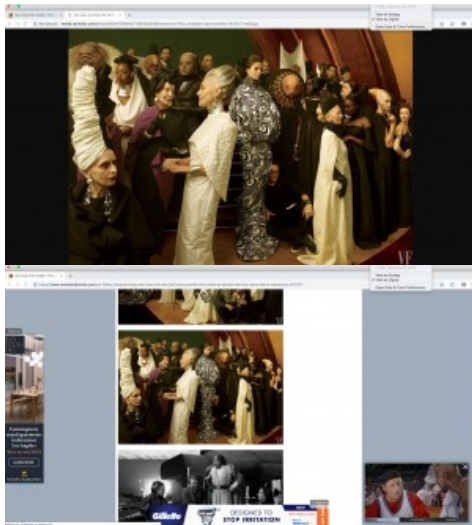
### Infringing webpages:

- [https://www.comicbookmovie.com/sci-fi/star\\_wars/stunning-star-wars-the-last-jedi-pics-provide-first-looks-at-benicio-del-toro-laura-derns-characters-a151371](https://www.comicbookmovie.com/sci-fi/star_wars/stunning-star-wars-the-last-jedi-pics-provide-first-looks-at-benicio-del-toro-laura-derns-characters-a151371)

### Infringing file locations:

- [http://media.vanityfair.com/photos/59245798dffe772993b30b39/master/w\\_1440,c\\_limit/star-wars-portfolio-06-2017-ss06.jpg](http://media.vanityfair.com/photos/59245798dffe772993b30b39/master/w_1440,c_limit/star-wars-portfolio-06-2017-ss06.jpg)

Infringing images and screenshots are shown below. You can receive copies of these images via email by sending a request to [infringements@higbeeassociates.com](mailto:infringements@higbeeassociates.com). The email must include the case number (529504) in the subject line.



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## EXHIBIT D



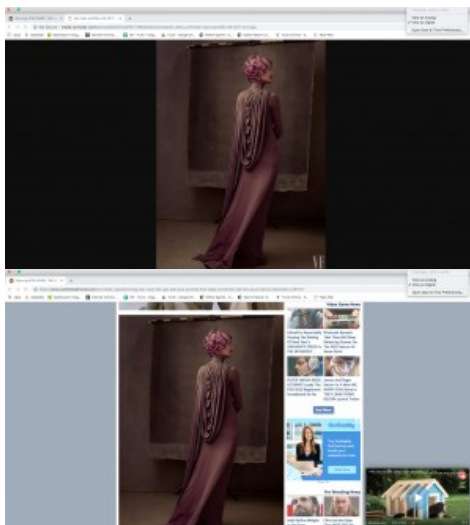
### Infringing webpages:

- [https://www.comicbookmovie.com/sci-fi/star\\_wars/stunning-star-wars-the-last-jedi-pics-provide-first-looks-at-benicio-del-toro-laura-derns-characters-a151371](https://www.comicbookmovie.com/sci-fi/star_wars/stunning-star-wars-the-last-jedi-pics-provide-first-looks-at-benicio-del-toro-laura-derns-characters-a151371)

### Infringing file locations:

- [http://media.vanityfair.com/photos/592457a5dffe772993b30b3c/master/h\\_1440,c\\_limit/star-wars-portfolio-06-2017-ss11.jpg](http://media.vanityfair.com/photos/592457a5dffe772993b30b3c/master/h_1440,c_limit/star-wars-portfolio-06-2017-ss11.jpg)

Infringing images and screenshots are shown below. You can receive copies of these images via email by sending a request to [infringements@higbeeassociates.com](mailto:infringements@higbeeassociates.com). The email must include the case number (529504) in the subject line.



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## EXHIBIT E



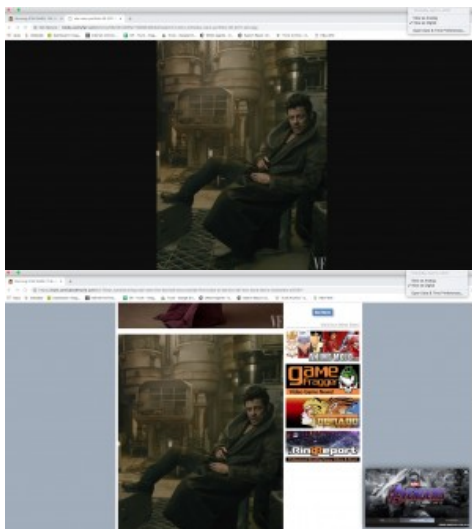
### Infringing webpages:

- [https://www.comicbookmovie.com/sci-fi/star\\_wars/stunning-star-wars-the-last-jedi-pics-provide-first-looks-at-benicio-del-toro-laura-derns-characters-a151371](https://www.comicbookmovie.com/sci-fi/star_wars/stunning-star-wars-the-last-jedi-pics-provide-first-looks-at-benicio-del-toro-laura-derns-characters-a151371)

### Infringing file locations:

- [http://media.vanityfair.com/photos/592457a5dffe772993b30b3d/master/h\\_1440,c\\_limit/star-wars-portfolio-06-2017-ss12.jpg](http://media.vanityfair.com/photos/592457a5dffe772993b30b3d/master/h_1440,c_limit/star-wars-portfolio-06-2017-ss12.jpg)

Infringing images and screenshots are shown below. You can receive copies of these images via email by sending a request to [infringements@higbeeassociates.com](mailto:infringements@higbeeassociates.com). The email must include the case number (529504) in the subject line.



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## EXHIBIT F



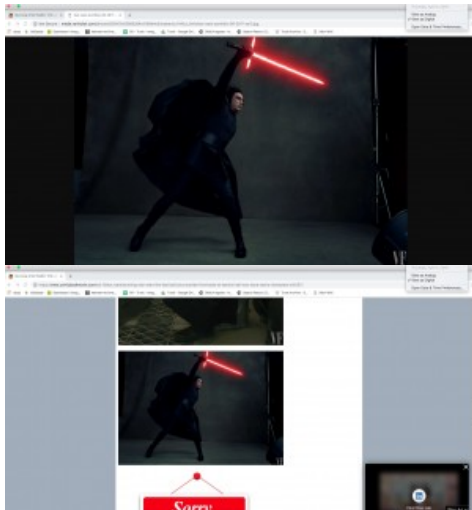
### Infringing webpages:

- [https://www.comicbookmovie.com/sci-fi/star\\_wars/stunning-star-wars-the-last-jedi-pics-provide-first-looks-at-benicio-del-toro-laura-derns-characters-a151371](https://www.comicbookmovie.com/sci-fi/star_wars/stunning-star-wars-the-last-jedi-pics-provide-first-looks-at-benicio-del-toro-laura-derns-characters-a151371)

### Infringing file locations:

- [http://media.vanityfair.com/photos/592457a53695284c0188d4c5/master/w\\_1440,c\\_limit/star-wars-portfolio-06-2017-ss13.jpg](http://media.vanityfair.com/photos/592457a53695284c0188d4c5/master/w_1440,c_limit/star-wars-portfolio-06-2017-ss13.jpg)

Infringing images and screenshots are shown below. You can receive copies of these images via email by sending a request to [infringements@higbeeassociates.com](mailto:infringements@higbeeassociates.com). The email must include the case number (529504) in the subject line.



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### Infringing webpages:

- [https://www.comicbookmovie.com/sci-fi/star\\_wars/stunning-star-wars-the-last-jedi-pics-provide-first-looks-at-benicio-del-toro-laura-derns-characters-a151371](https://www.comicbookmovie.com/sci-fi/star_wars/stunning-star-wars-the-last-jedi-pics-provide-first-looks-at-benicio-del-toro-laura-derns-characters-a151371)

### Infringing file locations:

- [http://media.vanityfair.com/photos/59245798b2306f2287537fcf/master/w\\_1440,c\\_limit/star-wars-portfolio-06-2017-ss08.jpg](http://media.vanityfair.com/photos/59245798b2306f2287537fcf/master/w_1440,c_limit/star-wars-portfolio-06-2017-ss08.jpg)

Infringing images and screenshots are shown below. You can receive copies of these images via email by sending a request to [infringements@higbeeassociates.com](mailto:infringements@higbeeassociates.com). The email must include the case number (529504) in the subject line.



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## EXHIBIT H



### Infringing webpages:

- [https://www.comicbookmovie.com/sci-fi/star\\_wars/stunning-star-wars-the-last-jedi-pics-provide-first-looks-at-benicio-del-toro-laura-derns-characters-a151371](https://www.comicbookmovie.com/sci-fi/star_wars/stunning-star-wars-the-last-jedi-pics-provide-first-looks-at-benicio-del-toro-laura-derns-characters-a151371)

### Infringing file locations:

- [http://media.vanityfair.com/photos/5924579852a3f44dc6f3a8a9/master/h\\_1440,c\\_limit/star-wars-portfolio-06-2017-ss10.jpg](http://media.vanityfair.com/photos/5924579852a3f44dc6f3a8a9/master/h_1440,c_limit/star-wars-portfolio-06-2017-ss10.jpg)

Infringing images and screenshots are shown below. You can receive copies of these images via email by sending a request to [infringements@higbeeassociates.com](mailto:infringements@higbeeassociates.com). The email must include the case number (529504) in the subject line.

